



ADVANCE COPY

BOARD OF SUPERVISORS

THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

September 29, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**IMMUNIZATION PROGRAM STATE STANDARD AGREEMENT NO. 05-45410
AND NEW SUBCONTRACT AGREEMENTS FOR FISCAL YEAR 2005-2006
(All Districts) (4 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to sign the attached Standard Agreement Number 05-45410, Exhibit I, from the California Department of Health Services (CDHS), to provide continued funding support for the County's Immunization Program, for Fiscal Year (FY) 2005-06 in the amount of \$1,931,033.
2. Delegate authority to the Director of Health Services, or his designee, to sign amendments to the Standard Agreement with CDHS for FYs 2005-06, 2006-07, and 2007-08, if applicable, which do not individually exceed 25% of the total amount of the Standard Agreement and which do not materially alter the terms and conditions set forth under Standard Agreement Number 05-45410 (Exhibit I), for each fiscal year, subject to review and approval by County Counsel and notification of Board offices.
3. Approve and instruct the Director of Health Services, or his designee, to sign two new subcontract agreements, substantially similar to Exhibit II, with Esperanza Community Housing Corporation (Esperanza) and St. John's Well Child and Family Center (St. John's), to support the Immunization Promotora Collaborative Project, effective upon date of Board approval through June 30, 2006, for a total maximum obligation of \$292,635 for Esperanza and \$33,718 for St. John's, respectively, fully offset by CDHS funding, with provision for a 12-month automatic renewal for the period of July 1, 2006 through June 30, 2007, contingent upon receipt and approval of CDHS funding for FY 2006-07.

4. Approve and instruct the Director of Health Services, or his designee, to sign new subcontract agreements, substantially similar to Exhibit III, with the following four service providers: InMed/MotherNet L.A. (MNLA), in the amount of \$56,766, Shields for Families (Shields) in the amount of \$42,485, St. John's in the amount of \$25,789, and Watts Healthcare Corporation (WHC) in the amount of \$27,006, for a total maximum County obligation of \$152,046, 100% offset by CDHS funds, in support of the Immunization African-American Collaborative Project, effective upon date of Board approval through June 30, 2006, with provision for a 12-month automatic renewal, effective July 1, 2006 through June 30, 2007, contingent upon receipt and approval of CDHS funding for FY 2006-07.
5. Approve and instruct the Director of Health Services, or his designee, to sign a new subcontract agreement, substantially similar to Exhibit IV, with Health Net of California, Inc. (HN), in support of the Los Angeles-Orange Immunization Network (LINK) Collaborative Project, for a total maximum County obligation of \$77,460, 100% offset by CDHS funds, effective upon date of Board approval through June 30, 2006, with provision for a 12-month automatic renewal, effective July 1, 2006 through June 30, 2007, contingent upon receipt and approval of CDHS funding for FY 2006-07.
6. Authorize the Department of Health Services to fill one new Full Time Equivalent (FTE) Information Systems Analyst II position in excess of that which is provided for in the Department's staffing ordinance pursuant to Section 6.06.020 of the County Code, pending allocation by the Department of Human Resources.
7. Approve the attached appropriation adjustment in the amount of \$547,000 to reflect funds that were not included in the FY 2005-06 Adopted budget for projected Immunization program expenditures.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

Board approval of the recommended actions will provide funding support from CDHS for 21 existing service providers and seven new subcontract agreements with community-based organizations for immunization services. The immunization Promotora Collaborative Project, the African-American Collaborative Project and the LINK Collaborative Project, all focus on the delivery of comprehensive immunization services and follow-up to assist the Department of Health Services in the prevention of the occurrence and transmission of vaccine-preventable diseases throughout Los Angeles County.

The primary goal of the two agreements for the Promotora Collaborative Project with Esperanza and St. John's is to increase immunization coverage rates by promoting timely immunizations in the Central and South Los Angeles communities.

The primary goal of the four agreements for the African-American Collaborative Project with MNLA, Shields, St. John's, and WHC is to increase immunization coverage rates specifically among African-Americans by promoting timely immunizations in South Los Angeles communities.

The primary goal of the LINK Collaborative Agreement with HN are for deployment and support of the immunization registry to help HN providers.

FISCAL IMPACT/FINANCING:

The total program cost for FY 2005-06 is \$1,948,370, of which \$1,931,033 is fully offset by CDHS funding and \$17,337 is net County cost to cover indirect costs. The Immunization Program's contractual obligations in the amount of \$1,508,859 are 100% offset by State funds.

An appropriation adjustment in the amount of \$547,000 is necessary to cover unbudgeted expenditures for FY 2005-06.

The Agreements permit DHS to increase the County's maximum obligation with an increase in services by 15%.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS:

For a number of years, the Board has authorized the continuation of immunization services and/or activities and has approved agreements with community-based organizations supported by State funding.

On September 30, 2003 the Board approved Standard Agreement No. 03-75134 from the CDHS in the amount of \$1,318,800 for the period of July 1, 2003 through June 30, 2004. In the same action, the Board approved recommendations to amend two immunization service agreements for the Women, Infants and Children (WIC) project and approved amendments for the renewal of 14 service providers and seven new immunization agreements for enhanced immunization services.

The Board also delegated authority to the Director of Health Services, or his designee, to accept and sign forthcoming Standard Agreements with the CDHS for subsequent fiscal years for immunization services through FY 2005-06, subject to review and approval by County Counsel and notification of Board offices. On August 9, 2004, the Department accepted Standard Agreement No. 04-35236 in the amount of \$1,312,450 from the CDHS for FY 2004-05.

On February 14, 2005, the Department received a Letter of Intent (LOI) from the CDHS in the amount of \$1,057,050 to support the continuation of immunization services for the WIC project and the renewal of 20 immunization service providers.

On June 7, 2005, the Board approved the LOI in the amount of \$1,057,050 and delegated authority to the Director, or his designee, to sign 21 immunization amendments for the continuation of immunization services for FY 2005-06.

On June 22, 2005, the Department received Standard Agreement No. 05-45410 from the CDHS in the amount of \$1,931,033 for FY 2005-06 to support existing immunization program services and to add seven new subcontract agreements for immunization collaborative projects. Standard Agreement No. 05-45410 exceeds the amount authorized by the Board on September 30, 2003 for acceptance of the Standard Agreement through the delegated authority process. Therefore, Board approval is requested.

County Counsel has reviewed Exhibit I and approved Exhibits II, III, and IV as to form.

Attachments A and B provide additional information. Attachment C is the Grant Management Statement for grant awards exceeding \$100,000.

CONTRACTING PROCESS:

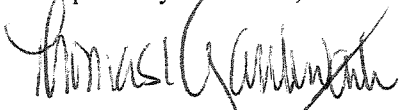
It is not appropriate to advertise Standard Agreements from the State on the L.A. County Online Web Site as a contract/business opportunity. The seven new agreements for the immunization collaborative projects were selected by the CDHS through a Request for Applications (RFA) competitive bid process conducted by the State in January 2005. The RFA solicited new and innovative collaborative projects to reach children between the age of birth and 4 years old. The funds are being used to enter contractual agreements with service providers selected by CDHS.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The acceptance of the State Standard Agreement and approval of seven new service providers will ensure the continued provision of existing enhanced immunization services and assist the Department in developing collaborative relationships with community-based organizations Countywide.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted, ~



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:kh

Attachment (5)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

cd4061.kh.wpd

SUMMARY OF AGREEMENT

1. TYPE OF SERVICES:

Enhanced immunization services and collaborative projects with various community-based organizations within Los Angeles County to assist in the prevention of the occurrence and transmission of vaccine-preventable diseases.

2. AGENCY/CONTACT PERSON:

State Standard Agreement:

California Department of Health Services (CDHS)
Immunization Branch
2151 Berkeley Way, Room 712
Berkeley, California 94704
Attention: Denise Rogers, MPH, Assistant Chief, Immunization Branch
Telephone: (510) 540-2065 - Facsimile: (510) 839-6015
e-mail address: www.dhs.ca.gov

Subcontractors:

Contractor

Max Obligation

Promotora Collaborative Project (PCP) Subcontractors:

Esperanza Community Housing Corporation 2337 South Figueroa Street Los Angeles, California 90007 Attention: Nancy Halperm Ibrahim Telephone: 213-748-7285/Facsimile: 213-748-9630	\$292,635
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St. John's Well Child and Family Center 5701 South Hoover Street Los Angeles, California 90037 Attention: James Mangia, Executive Director Telephone: 323-541-1600/Facsimile: 323-541-1601	\$ 33,718
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African-American Collaborative Project (AACP) Subcontractors:

INMED/MotherNet LA 409 East Palmer Street Compton, California 90221 Attention: Katie Eilers, MPH, Executive Director Telephone: 310-764-0955 ext. 105/Facsimile: 310-537-8511	\$ 56,766
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SHIELDS for Families, Inc. 12774 Avalon Boulevard Los Angeles, California 90061 Attention: Kathryn Icenhower, Ph.D Telephone: 323-242-5000 ext. 268/Facsimile: 310-668-9084	\$ 42,485
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St. John's Well Child and Family Center
5701 South Hoover Street
Los Angeles, California 90037
Attention: James Mangia, Executive Director
Telephone: 323-541-1600/Facsimile: 323-541-1601

\$ 25,789

Watts Healthcare Corporation
10300 Compton Avenue
Los Angeles, California 90002
Attention: Oliver Brooks, MD
Telephone: 323-357-6631/Facsimile: 323-563-1636

\$ 27,006

Los Angeles-Orange Immunization Network (LINK) Collaborative Project Subcontractor:

Health Net of California, Inc.
21281 Burbank Boulevard
Woodland Hills, California 91367-6607
Attention: Elaine X. Robinson-Frank
Telephone: 818-686-7696/Facsimile: 818-676-5454

\$ 77,460

3. TERM OF STANDARD AGREEMENT/SUBCONTRACTS :

The term of the CDHS Standard Agreement is effective July 1, 2005 through June 30, 2006. The term of the seven new collaborative project agreements are effective upon the date of Board approval through June 30, 2006, with provision for a 12-month automatic renewal, contingent upon additional State funding for Fiscal Year (FY) 2006-07.

4. FINANCIAL INFORMATION:

The total program cost for FY 2005-06 is \$1,948,370, of which \$1,931,033 is fully offset by CDHS funding and \$17,337 is net County cost to cover indirect costs. Immunization program contractual obligations in the amount of \$1,508,859 are 100% offset by State funds.

An appropriation adjustment in the amount of \$547,000 is necessary to cover unbudgeted expenditures for FY 2005-06.

The Agreements permit DHS to increase the County's maximum obligation without an increase in services by 15%.

5. PRIMARY GEOGRAPHIC AREAS TO BE SERVED:

Countywide.

6. DESIGNATED ACCOUNTABLE FOR PROJECT MONITORING:

Robert J. Kim-Farley, M.D., M.P.H., Director, Communicable Disease Control and Prevention

7. APPROVALS:

Public Health:	John F. Schunhoff, Ph.D., Chief of Operations
Contracts and Grants Division:	Cara O'Neill, Chief
County Counsel (approval as to form)	Allison Morse, Deputy County Counsel

LOS ANGELES COUNTY
DEPARTMENT OF HEALTH SERVICES
IMMUNIZATION PROGRAM

POSITION ALLOCATION REQUEST

Personnel Detail

FULL-TIME EQUIVALENT (FTE)

<u>Position Requested:</u>	<u>Number of Position(s):</u>	<u>Percent of Time:</u>
Information Systems Analyst II	1	100%

PROPOSED DUTIES

	<u>Percent of Time</u>
1. Dedicated Lead technical Trainer on LINK Web-ENABLED application.	55%
2. Develop and maintain master LINK training database, on-line training calendar and all training tools including user manuals, training guides, exercises, and forms and develops and maintains the training/user support sections of the LINK website.	10%
3. Assign and monitor proper systems/user level credential to LINK application.	10%
4. Train, supervise and evaluate other LINK training staff.	10%
5. Develop and conduct evaluations of training sessions including user acceptance testing to assess the effectiveness of training (user knowledge, skill level) and make improvements to technical training programs.	5%
6. Conducts application testing and problem solving processes.	5%
7. Provide backup supervision and staffing to the LINK Help Desk.	<u>5%</u>
TOTAL PER CENT	100%

**Los Angeles County Chief Administrative Office
Grant Management Statement for Grants Exceeding \$100,000**

Department: Health Services

Grant Project Title and Description - Immunization Program Services

A comprehensive immunization services delivery program to assist in the prevention of the occurrence and transmission of vaccine-preventable diseases. Services include enhanced immunization services and immunization collaborative projects.

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance
CDHS	Standard Agreement No. 05-45410	ASAP

Total Amount of Grant	\$1,931,033	County Match Requirements	N/A
Grant Period: 99 FY	Begin 7/01/05	End Date:	6/30/06
Number of Personnel Hired -Grant	1	Full 1	Part Time 0

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant funded program? Yes ☒ No ☐

Will all personnel hired for this program be placed on temporary ("N") items? ☒ No ☐

Is the County obligated to continue this program after the grant expires Yes ☐ No ☒

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes ☐ No ☒

b). Identify other revenue sources Yes ☐ No ☒

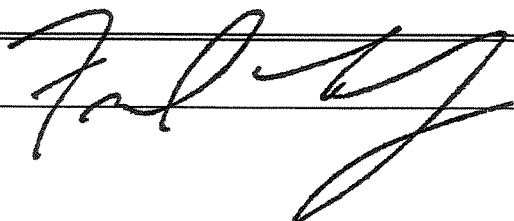
Describe

c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant. Yes ☒ No ☐

Impact of additional personnel on existing space: None

Other requirements not mentioned above: None

Department Head



Date 7/23/05

/SR 352M 11/83

COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S.
No.DEPARTMENT OF Health ServicesSeptember 19, 2005**AUDITOR-CONTROLLER.**

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

4-VOTE

SOURCES:

Public Health Services

State - Other

A01-HS-23450-8831 \$547,000

TOTAL: \$547,000**USES:**

Public Health Services

Services and Supplies

A01-HS-23450-2000 \$547,000

TOTAL: \$547,000**Justification:**

This adjustment is necessary to provide sufficient appropriation for the County's Immunization Program. funding is provided by the State of California Department of Health Services, per Agreement No. 50-45410. The project period is July 1, 2005 through June 30, 2006. There is no impact on County operating subsidy.

EM:lg

09/19/05

Efrain Munoz, Chief

DHS-Controller's Division

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF
ADMINISTRATIVE OFFICER FOR

ACTION

RECOMMENDATION

APPROVED AS REQUESTED

SEPTEMBER 28, 2005

CHIEF ADMINISTRATIVE OFFICER

AUDITOR-CONTROLLER BY

No. 28SEPT. 22 2005APPROVED (AS REVISED):
BOARD OF SUPERVISORS

19

BY

DEPUTY COUNTY CLERK

SEND 6 COPIES TO THE AUDITOR-CONTROLLER

REGISTRATION NUMBER

AGREEMENT NUMBER

05-45410

1. This Agreement is entered into between the State Agency and the Contractor named below:
STATE AGENCY'S NAME (Also referred to as CDHS, DHS, or the State)
California Department of Health Services
CONTRACTOR'S NAME (Also referred to as Contractor)
County of Los Angeles (Department of Health Services)
2. The term of this **July 1, 2005** through **June 30, 2006**
Agreement is:
3. The maximum amount **\$ 1,931,033**
of this Agreement is: **One Million, Nine Hundred Thirty-One Thousand, Thirty-Three Dollars**
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work	9 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit B, Attachment I – Budget	2 pages
Exhibit B, Attachment I, Schedule I - XXVIII – Subcontractor Budget	1 page each
Exhibit C * – General Terms and Conditions	<u>GTC 304</u>
Exhibit D(F) – Special Terms and Conditions (Attached hereto as part of this agreement)	26 pages
Exhibit E – Additional Provisions	2 pages
Exhibit F – Contractor's Release	1 page
Exhibit G – Travel Reimbursement Information	2 pages

Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Los Angeles (Department of Health Services)

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

3530 Wilshire Boulevard, Suite 700, Los Angeles, CA 90010

STATE OF CALIFORNIA

AGENCY NAME

California Department of Health Services

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Terri L. Anderson, Chief, Contracts and Purchasing Services Section

ADDRESS

**1501 Capitol Avenue, Suite 71.2101, MS 1403, P.O. Box 997413
Sacramento, CA 95899-7413**

**California Department of
General Services Use Only**

☐ Exempt per:

EXHIBIT A
Scope of Work

1. Service Overview

Contractor agrees to provide to the Department of Health Services (DHS) the services described herein:

Sections 120325-120380 of the Health & Safety Code, Chapter 435, requires immunizations against childhood diseases prior to school admittance. Health Officers are required to organize and maintain a program to make the required immunizations available. This contract assists the Contractor in defraying costs of the program which supports the State's objectives to control diseases that are preventable by vaccines. It is the Department of Health Services' responsibility to provide this assistance to the local health jurisdictions. The Contractor is to conduct a general immunization program which provides rubella, measles, mumps, polio, diphtheria, tetanus, pertussis, haemophilus influenzae b, varicella, and hepatitis B vaccines to the general public. In addition, the Contractor identifies target populations in need of immunizations and initiates corrective action to improve immunization levels.

2. Service Location

The services shall be performed at applicable facilities in the County of Los Angeles.

3. Service Hours

The services shall be provided during County working hours and days.

4. Project Representatives

A. The project representatives during the term of this agreement will be:

Department of Health Services

David Gambill
Telephone: (213) 351-7800
Fax: (213) 351-2780
Email: Dgambill@dhs.co.la.ca.us

Contractor

Cheri Todoroff, MPH
Telephone: (213) 351-7800
Fax: (213) 351-2780
Email: ctodoroff@ladhs.org

B. Direct all inquiries to:

Department of Health Services

Immunization Branch
Attention: Leona O'Neill
2151 Berkeley Way, Room 712
Berkeley, CA 94704

Telephone: (510) 540-2318
Fax: (510) 883-6015
E-mail: lonell@dhs.ca.gov

Contractor

County of Los Angeles (Department of Health Services)
Attention: Cheri Todoroff, MPH
3530 Wilshire Boulevard, Suite 700
Los Angeles, CA 90010

Telephone: (213) 351-7800
Fax: (213) 351-2780
Email: ctodoroff@ladhs.org

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

EXHIBIT A
Scope of Work

5. Services to be Performed – Pediatric-IAP

The Contractor must agree to the following inclusive objectives and conduct the following activities. Please note that many of these services to be performed are also objectives and activities required by the Federal Government and are conditions for funding of the California Immunization Program and/or statutory requirements of State and local health departments. The level of subvention contract funding to be awarded is not represented as sufficient for support of all the required activities; a significant amount of local support and funding is expected. Subvention contract funds must not be used to supplant (i.e., replace) local funds currently being expended for routine immunization services and activities. Subvention funds can only be used for the activities outlined in the budget justification as detailed in Exhibit B.

A. Objectives:

- 1) Raise to (or maintain) immunization levels of 95% or greater for each of the legally required immunizations among all kindergarten entrants, incoming transfer students to schools, and entrants into child care centers within the Contractor's jurisdiction.
- 2) By the year 2007, 90% of two-year-olds within the Contractor's jurisdiction should be vaccinated with one dose of measles, mumps, and rubella (MMR) vaccine, three doses of polio vaccine, at least four doses of diphtheria, tetanus, and pertussis (DTP) vaccine, three doses of *Haemophilus influenzae* type b (Hib) vaccine, three doses of hepatitis b vaccine, and one dose of varicella vaccine.
- 3) Through prevention, surveillance and outbreak control, reduce, and if possible eliminate, illness, disability and death due to vaccine preventable diseases such as polio, diphtheria, tetanus, pertussis, measles, rubella, mumps, hepatitis B, hepatitis A, *Haemophilus Influenzae* Type b, and varicella within the Contractor's jurisdiction.
- 4) Establish and/or maintain an effective reminder/recall system for clinic patients which includes the following elements:
 - a. Reminder system (postcard, telephone call, or autodialer)
 - b. Follow up recall notices for no - shows
 - c. Simple tracing procedures for missing clients
 - d. Written protocol
- 5) Inform and educate health care providers, school staff, child care community, and the general public about the need for scheduled timely immunizations of children and adults.

B. Specific Activities:

- 1) Program Management
 - a. Contractor agrees to assign one or more staff the responsibility of monitoring each program activity 1) Program Management; 2) Service Delivery; 3) Population Assessment; 4) Surveillance and Outbreak Control; 5) Provider Quality Assurance; 6) Consumer Information; 7) Immunization Registries; and 8) Vaccine Management.

EXHIBIT A
Scope of Work

- b. Contractor agrees to coordinate program planning and implementation of strategies to improve immunization coverage rates of the population with local public and private agencies, e.g., WIC, CHDP, CALWORKS, Healthy Families, medical societies, non-profit community based organizations, and other public agencies serving adults and children located in the health jurisdiction.

2) Service Delivery

- a. Public immunization clinic policies and practices shall be in general accordance with the current recommendations approved by the U.S. Public Health Service and endorsed by the American Academy of Pediatrics (AAP) as specified in the Revised Standards for Immunization Practices Child & Adolescent and Adult Immunization. Appropriate in-service training for public clinic staff shall be instituted to assure compliance with the Standards.
- b. Within the health jurisdiction, the Contractor shall ensure those medically underserved children, adolescents and adults utilize a medical home to facilitate continuity of care, including receipt of all recommended immunizations.
- c. Within the health jurisdiction, the Contractor shall implement and maintain immunization clinic reminder/recall systems among all public medical providers, who receive state-supplied vaccines, to improve age-appropriate immunizations of preschool-age children.
- d. Public health clinics with a Clinic Assessment Software Application (CASA) (4 DTP, 3 polio, 1 MMR, 3 Hib and 3 Hepatitis B) rate below 40% should achieve a 25% improvement; public health clinics with rates between 40% and 49% should achieve a 15% improvement; public health clinics with rates between 50% and 69% should achieve a 10% improvement; and public health clinics with rates between 70% and 85% should achieve a 5% improvement.

3) Population Assessment

- a. In accordance with the guidelines and timetables provided by the Immunization Branch, the Contractor shall coordinate the assessment of the immunization levels of child care centers, Head Start Centers, and kindergarten entrants.
- b. In coordination with Immunization Branch Field Representatives, local health authorities and local child care center and school authorities, the Contractor must make efforts to ensure that all (100%) child care centers, Head Start centers and schools fully enforce existing regulations pertaining to the immunization of children admitted to such institutions.
- c. In accordance with the guidelines and timetables provided by the Immunization Branch, the Contractor shall conduct immunization assessments of randomly selected child care centers, Head Start centers and schools to ensure enforcement of existing immunization regulations pertaining to the immunization of children admitted to such institutions.

EXHIBIT A
Scope of Work

4) Surveillance and Outbreak Control

- a. Contractor shall establish and maintain an effective system for identification and reporting of suspect, probable and confirmed cases of vaccine preventable diseases (VPDs). Sources of surveillance information should include practicing physicians, licensed laboratories, outpatient clinics, hospitals, schools, child care centers and Head Start centers. As necessary, contractor shall conduct enhanced, active surveillance in communities where a VPD is prevalent in accordance with the DHS guidelines, "California Vaccine-Preventable Disease Surveillance Manual".
- b. Investigation and Control of VPDs
 - i. Investigation of all reported suspect, probable and confirmed VPDs shall be initiated in accordance with the guidelines and timetables provided by the Immunization Branch.
 - ii. Outbreak control procedures for the VPDs shall be initiated in accordance with the guidelines and timetables of the Immunization Branch.
- c. Contractor shall participate in the national Vaccine Adverse Events Reporting System (VAERS) for follow up of adverse events following immunizations in accordance with current Immunization Branch guidelines.

5) Provider Quality Assurance

- a. Assure that health care providers within the jurisdiction are knowledgeable and competent in immunization practices. Provide and/or promote training opportunities. Such opportunities may include live training/educational courses, distance learning satellite courses, grand rounds and medical meeting presentations, seminars, health officer newsletters, exhibits, workshops, in-service training, medical assistant training, provider site visits, and distribution of informational, educational, or practice management materials to physicians in practice.
- b. Annually, within the health jurisdiction, the Contractor shall review immunization records of select public clinics that receive state-supplied vaccine. The sampling technique and immunization clinic record methodology must be compatible with the methodology of the Immunization Branch of the California Department of Health Services.

6) Consumer Information

- a. To reach families and adults in the community and reduce ethnic disparities in immunization rates, the Contractor will promote and implement outreach activities through partnerships, coalitions, and collaboration with community groups, child care providers, and culturally specific organizations.
 - i. Identify existing resources in the community to assist with immunization outreach efforts. Such resources include high traffic areas (e.g., train stations, airports, bus stops) and non-traditional organizations (e.g., social services, grocery stores, Department of Motor Vehicles, pharmacies, post offices, legal service providers, etc...) in addition to health-related organizations.

EXHIBIT A
Scope of Work

- ii. Develop Memorandums of Understanding (MOU) and/or informal relationships with organizations to provide them with health information and education materials.
 - iii. Maintain partnerships and other outreach efforts through regular communications, ensuring objectives and goals are met, reviewing MOUs, and conducting process evaluations (such as distribution logs to track materials, orders, and requests; list of partnerships; feedback from partners; etc...).
- b. The Contractor will ensure that each maternity hospital within the jurisdiction has a new mother education program. Types of programs include distribution of the Hallmark Card, distribution of pertinent languages of Parent's Love Cards, and Baby Track-type reminder programs. Including immunization information in Registrar of Births mailings to new mothers is also encouraged.
- c. The Contractor will ensure that their annual flu plan extend beyond public flu clinics to include community partners and sites that provide influenza immunizations and information to children and adults not covered by state-purchased vaccine. The outreach strategies used for the flu plan can be adapted for additional immunization efforts.

7) Immunization Registries

- a. Design and construct an immunization registry in accordance with the 12 CDC – DHS Immunization Branch 12 functional standards of operation in coordination with the local public health department regional registry.
- b. Collaborate with provider organizations and other stakeholders in the registry's catchments area to assist with provider recruitment, planning and implementation in coordination with the local public health department regional registry.
- c. Increase the percentage of public and private provider sites participating in the registry in coordination with the local public health department regional registry.

8) Vaccine Management

The contractor receiving vaccine purchased with State of California/Federal funds, herein called State purchased vaccines, agrees to the following terms and conditions.

- a. Prior to receipt of an immunization, all patients (or their parents or legal guardians) must be:
 - i. screened in accordance with the federal Centers for Disease Control and Prevention (CDC) and Centers for Medicare and Medicaid Services (CMMS) requirements to determine their eligibility for receipt of vaccine from the federal Vaccines for Children Program;
 - ii. provided a copy of the current "Vaccine Information Statement" for each vaccine dose to be administered (in the case of hepatitis B vaccine given to newborn infants this can be provided to the mother during prenatal care or within 12 hours after delivery);
 - iii. provided a reasonable opportunity to read the "Vaccine Information Statement(s)";

EXHIBIT A
Scope of Work

- iv. provided an opportunity to ask questions and have questions answered concerning the benefits and risks of each immunization;
- v. specifically asked if they understand the information provided to them and if they have any questions;
- vi. given a telephone number to call should the patient become ill and have to visit a physician, clinic or hospital within the 28 days following the immunization;
- vii. provided the authorized appropriate translations of the "Vaccine Information Statements" if English is not their first language and their language is one for which the State has made translations available. Requested Vaccine Information Statements in other languages are available at no cost from the Centers for Disease Control and Prevention website www.cdc.gov/nip.

The Immunization Branch will supply to all local health departments camera-ready copies and/or a supply of the "Vaccine Information Statements" in English and Spanish. In addition, should a sufficient need exist, the Immunization Branch will arrange for authorized translations and provide camera-ready copies and "Vaccine Information Statements" in other languages.

- b. Health care providers must make notation in each patient's permanent medical record at the time the "statements" are provided. For health care providers who obtain vaccine via federal contract, the CDC Immunization Grant Guidance defines this as (1) date printed on the appropriate "Vaccine Information Statement(s)" and (2) date the "Vaccine Information Statement(s)" was given to the vaccine recipient, parent, or legal representative.

The record card or log sheet must include as a minimum the following information:

- i. patient name
- ii. address
- iii. date of birth
- iv. age at time of immunization
- v. type of vaccine(s) given
- vi. clinic identification
- vii. date of immunization
- viii. site of immunization
- ix. name and title of person administering the vaccine (e.g., S. Smith, R.N.)
- x. vaccine manufacturer
- xi. vaccine lot number
- xii. *signature of patient or parent/guardian authorizing immunization (optional)*
- xiii. *date of signature (optional)*
- xiv. date(s) printed on the "Vaccine Information Statements" provided to the patient or parent/guardian

NO ALTERATION, VARIATIONS OR ADDITIONS TO THE VACCINE INFORMATION STATEMENTS OR VACCINE AGREEMENT MAY BE MADE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CHIEF OF THE IMMUNIZATION BRANCH OF THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES.

EXHIBIT A
Scope of Work

- c. The authorized immunization patient record or authorized clinic log sheets must be stored by the local health department in a retrievable file for a minimum of 10 years following the end of the calendar year in which the statement was provided to the vaccine recipient, parent, or legal representative. In addition, if a notice of a claim or lawsuit has been made, the record must be retained until after a final disposition has been made.
- d. In the case of a school-based program, or other programs where the "Vaccine Information Statement(s)" are to be read in advance of the immunization by the patient or parent/guardian or other authorized person who will not be present at the site where the immunizations are to be given, procedures shall be established and made known for answering questions by telephone.
- e. Outside non-profit providers of immunization services must sign the State provided "Outside Provider Agreement for Receipt of State-Supplied Vaccines" terms prepared by the State Immunization Branch before they may receive State purchased vaccine. Medical providers of immunization services who sign the agreement must agree to use the "Vaccine Information Statements" and must be provided as many copies of the statements as vaccine doses distributed, or at least one camera-ready copy of each vaccine statement. The "Outside Provider Agreement..." and the use of the "Vaccine Information Statements" are required in clinic settings even if the clinics are supervised by a physician in attendance. The "Outside Provider Agreement..." shall be signed annually by non-health department medical providers and retained by the local health department for a minimum of ten years following the last calendar year in which the State Immunization Branch purchased vaccine was provided.
- f. No charge may be made to the patient, parent, guardian or third party payer for the cost of State purchased vaccine provided to local health departments by the Immunization Branch. In addition, outside, non-profit providers of immunization services receiving State purchased vaccine may not charge patients or parents for the cost of vaccine. Charges made by local health departments for the direct costs incurred for administration or injection of the vaccine are discouraged but are not specifically prohibited. Should the health department or outside medical provider receiving state vaccine establish an administration fee for an injection of vaccine, information, e.g., sign/poster, must be prominently displayed which indicates that no one receiving an immunization in a public clinic may be denied vaccine provided through public funds for failure to pay the administration fee or failure to make a donation to the provider.
- g. Local health departments and other private and public providers utilizing State purchased vaccine must report quarterly the vaccine doses administered, by vaccine type and age group of patient, and dose in series (for multiple-dose vaccines) in a format provided by the Immunization Branch. Reports should be submitted to the Immunization Branch by the third day of the following month.
- h. Each quarter, the local health department must report a current vaccine inventory including all sites within the county or local jurisdiction. The Immunization Branch will supply the reporting forms. All local health departments are to **notify their Immunization Branch Field Representative** of any vaccine which is unlikely to be used not later than three months prior to its date of expiration.

EXHIBIT A
Scope of Work

- i. The local health department agrees to ensure that the storage and handling of State purchased vaccine within its facilities is in accordance with the manufacturers' specifications. The local health department also agrees to inform other providers who receive Immunization Branch purchased vaccine of the manufacturers' specifications for vaccine storage and handling.

C. Required Reports

1) Reports of Local Program Progress and Activities

In accordance with the guidelines and format provided by the Immunization Branch, the Contractor shall submit, **through his/her Immunization Branch District Field Representative**, to the Branch identified in paragraph 5 within C. Required Reports, by the 15th of the month following the end of each quarter, a written quarterly report of progress and activities. In addition to the written report the Contractor and Project Liaison, or his designee, may meet and discuss the above matters in person.

- 2) Upon completion of the investigation of each probable or confirmed measles case, a completed investigation form must be submitted to the Immunization Branch.
- 3) Contractor agrees that itemized personnel positions listed in the *Application for Immunization Project Subvention Funds* shall not be subject to Contractor's personnel policy decisions to refrain from filling vacant positions.
- 4) The Contractor shall submit **through his/her Immunization Branch District Field Representative**, to the Branch identified in paragraph 5 within C. Required Reports, on or before the 3rd of the month following the report month, a written Monthly Vaccine Usage Report in the form prescribed by the State Department of Health Services, Immunization Branch.
- 5) All reports, other than those required to be directed to the District Field Representatives, invoices, and other written communications are to be addressed and delivered to the State Department of Health Services, Immunization Branch, 2151 Berkeley Way, Berkeley, California 94704.
- 6) The State reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Contract and reserves the right to authorize others to use or reproduce such materials, provided that the confidentiality of patient information and records are protected pursuant to California State laws and regulations.
- 7) It is agreed by the Contractor that in the event that a significant portion of the Contract objectives for the initial four months of the Contract are not met by that time; and in the event that the State determines from quarterly invoices, performance reports, and other sources of information that the Contractor will not perform the total quantity of services contracted for; and that therefore, the total budget allocation will not be depleted; the State and/or Contractor may make an equitable adjustment in the original Contract budget and Contract objectives in order to decrease the total quantity of services and commensurate Contract amount. Any adjustment shall be by amendment only and duly executed by both parties and approved by the Department of General Services (if applicable).

EXHIBIT A
Scope of Work

6. SERVICES TO BE PERFORMED – Collaborative Funds

A. Objectives:

- 1) By June 30, 2006, within the catchment area the Contractor shall have implemented and shown documented progress of targeting the "highest risk" children under two years of age to ensure they receive age-appropriate immunizations on time. The progress shall be demonstrated through attainment and achievement of the goals, objectives, and activities stated in the Contractor's Fiscal Year 2005/2006 Budget Application, submitted to the California Department of Health Services Immunization Branch on **June 1, 2005**.

B. Required Reports:

- 1) The quarterly progress reports will document the efforts made toward achieving the revised goals, objectives, and activities stated in the Contractor's Fiscal Year 2005/2006 Budget Application, submitted to the California Department of Health Services Immunization Branch on **June 1, 2005**.

7. Allowable Informal Scope of Work Changes

- A. The Contractor or the State may propose informal changes or revisions to the activities, tasks, deliverables and/or performance time frames specified in the Scope of Work, provided such changes do not alter the overall goals and basic purpose of the agreement.
- B. Informal SOW changes may include the substitution of specified activities or tasks; the alteration or substitution of agreement deliverables and modifications to anticipated completion/target dates.
- C. Informal SOW changes processed hereunder, shall not require a formal agreement amendment, provided the Contractor's annual budget does not increase or decrease as a result of the informal SOW change.
- D. Unless otherwise stipulated in this contract, all informal SOW changes and revisions are subject to prior written approval by the State.
- E. In implementing this provision, the State may provide a format for the Contractor's use to request informal SOW changes. If no format is provided by the State, the Contractor may devise its own format for this purpose.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the budgets attached hereto.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Department of Health Services
Immunization Branch
Attn: Leona O'Neill
2151 Berkeley Way, Room 712
Berkeley, CA 94704

- C. Invoices shall:
 - 1) Be prepared on company letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this contract.
 - 2) Bear the Contractor's name as shown on the Agreement.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by DHS.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

Exhibit B
Budget Detail and Payment Provisions

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the program contract manager prior to the expiration or termination date of this Agreement.
- C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a "**Contractor's Release (Exhibit F)**" acknowledging submission of the final invoice to the State and certifying the approximate percentage amount, if any, of recycled products used in performance of this Agreement.

5. Allowable Line Item Shifts

- A. Cumulative line item shifts of up to \$25,000 or 10% of the annual Agreement total may be made, whichever is greater, up to a cumulative annual maximum of \$50,000, provided the annual Agreement total does not increase or decrease.
- B. Line item shifts meeting this criteria shall not require a formal Agreement Amendment.
- C. Contractor shall adhere to State requirements regarding the process to follow in requesting approval to make line item shifts.
- D. Line item shifts may be proposed/requested by either the State or the Contractor.

6. Expense Allowability / Fiscal Documentation

- A. Invoices, received from a Contractor and accepted and/or submitted for payment by the State, shall not be deemed evidence of allowable agreement costs.

Exhibit B
Budget Detail and Payment Provisions

- B. Contractor shall maintain for review and audit and supply to DHS upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability or appropriateness of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- D. If travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. For more information on allowable travel and per diem expenses and required documentation, see Exhibit G entitled, "Travel Reimbursement Information".

7. Additional Budget Provisions

- A. The total amount of the contract will be indicated as either some part, or all, of the total operations budget. If the total amount of the contract is less than the total operations budget, the Contractor will be responsible for providing the difference between the total amount of the contract and the total operations budget. Further, all invoices to the State which request reimbursements for positions included in the Contractor's Application for Immunization Project Subvention Funds submitted by the Contractor on **June 1, 2005** shall include the name and position title of the persons that have performed in these positions.
- B. The Contractor shall provide for any personnel or operating expenses that are necessary to meet the provisions included herein but are not provided for in the Budget included as Exhibit "B" Attachment I.
- C. Reimbursement of HbsAg and core anti-body (anti-HBc) tests

For reimbursement of HBsAg and core anti-body (anti-HBc) tests of public patients (not eligible for Medi-Cal or other third party reimbursement) included in Exhibit B, a line-listing or appropriate format approved by the State Immunization Branch of individual laboratory tests specifying the type of test performed (HBsAg or anti-body core) and an accompanying identification number must be attached to the invoice. The total reimbursement cost for laboratory tests requested on the invoice must be supported by the exact number of tests indicated on the aforementioned line-listing or format approved by the State Immunization Branch.

Exhibit B, Attachment I
Budget

Personnel	\$80,739.00
Fringe Benefits (35% of Personnel)* *Not all staff receive fringe benefits	\$27,839.00
Operating Expenses or General Expenses	\$283,196.00
Equipment	\$0.00
Travel	\$13,200.00
Subcontracts See Attached Addendum	\$1,508,859.00
Other Costs	\$17,200.00
Indirect Costs (0%)	\$0.00
Total	\$1,931,033.00

Exhibit B, Attachment I
Budget

Subcontracts Addendum

AltaMed Health Services Corporation	\$85,000
Arroyo Vista Family Health Center	\$100,000
Catalina Island Medical Center	\$15,000
Central City Community Healthcare Center	\$20,000
Chinatown Service Center	\$10,000
Clinica Msr. Oscar A. Romero	\$27,000
East Los Angeles Health Task Force	\$10,000
Eisner Pediatric & Family Medical Center	\$100,000
El Proyecto del Barrio	\$100,000
Esperanza Community Housing Corporation	\$292,635
Family Health Care Centers of Greater Los Angeles, Inc.	\$28,000
Harbor Free Clinic	\$10,000
Health Net of California, Inc.	\$77,460
InMed/MotherNet LA	\$56,766
Koryo Health Foundation	\$10,000
Mission City Community Network, Inc.	\$37,000
Northeast Valley Health Corporation	\$100,000
Northeast Valley Health Corporation - WIC	\$64,000
Partners in Care Foundation Care-A-Van Mobile Health Clinic	\$37,000
QueensCare Family Clinics	\$55,000
SHIELDS for Families, Inc.	\$42,485
St. John's Well Child & Family Center	\$72,000
St. John's Well Child Center	\$25,789
St. John's Well Child Center	\$33,718
Valley Community Clinic	\$10,000
Venice Family Clinic	\$44,000
Watts Healthcare Corporation	\$27,006
Westside Family Health Center	\$19,000
TOTAL	\$1,508,859

Exhibit B, Attachment I, Schedule I
Subcontractor Budget

Subcontracts

Name of Subcontractor: AltaMed Health Services Corporation
Contact Person: Sophia Guel-Valenzuela
Address: 500 Citadel Drive, Suite 490
City, State, & Zip Code: Los Angeles, California 90040
Telephone #: 323-889-7305
Federal Tax I.D. Number:

I. Personnel Services (List positions)	% of Time or Number of Hours	Monthly Salary Range or Hourly Rate	Dollar Amount Requested
Health Services Associate	2,080 hours	\$15.00/hour	\$ 31,200.00
Health Services Associate	2,080 hours	\$15.00/hour	\$ 31,200.00
Personnel Services Subtotal			\$ 62,400.00

Fringe Benefits (24% of Personnel) **\$ 14,976.00**

Personnel Services Subtotal **\$ 77,376.00**

II. Operating Expenses

Supplies	\$ 2,424.00
Health Education Materials	\$ 4,000.00
Travel	\$ 1,200.00
Equipment	\$ -

Operating Expenses Subtotal **\$ 7,624.00**

Subcontracts Total = (I. Personnel Services + II. Operating Exp.) **\$ 85,000.00**

This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.

Exhibit B, Attachment I, Schedule II
Subcontractor Budget

Subcontracts

Name of Subcontractor: Arroyo Vista Family Health Center
Contact Person: Martina Ramirez, Ph. D.
Address: 6000 North Figueroa Street
City, State, & Zip Code: Los Angeles, California 90011
Telephone #: 323-254-5291
Federal Tax I.D. Number: 95-3514918

I. Personnel Services (List positions)	% of Time or Number of Hours	Monthly Salary Range or Hourly Rate	Dollar Amount Requested
Front Office Clerk	416 hours	\$11.86/hour	\$ 4,934.00
Lead Medical Assistant (MA)	2,080 hours	\$14.61/hour	\$ 30,389.00
Medical Assistant (MA)	2,080 hours	\$10.45/hour	\$ 21,736.00
Medical Records Clerk	416 hours	\$12.00/hour	\$ 4,992.00
Program Manager	250 hours	\$44.85/hour	\$ 11,213.00
Personnel Services Subtotal			\$ 73,264.00

Fringe Benefits (25% of Personnel) **\$ 18,316.00**

Personnel Services Subtotal **\$ 91,580.00**

II. Operating Expenses

Supplies	\$ 7,412.00
Health Education Materials	\$ 408.00
Travel	\$ 600.00
Equipment	\$ -

Operating Expenses Subtotal **\$ 8,420.00**

Subcontracts Total = (I. Personnel Services + II. Operating Exp.) **\$ 100,000.00**

This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.

Exhibit B, Attachment I, Schedule III
Subcontractor Budget

Subcontracts

Name of Subcontractor: Catalina Island Medical Center
Contact Person: Krista Conzoner
Address: 100 Falls Canyon Road, P.O. Box 1563
City, State, & Zip Code: Avalon, Santa Catalina Island, CA 90704
Telephone #: 310-510-0700
Federal Tax I.D. Number: 33-0222508

I. Personnel Services (List positions)	% of Time or Number of Hours	Monthly Salary Range or Hourly Rate	Dollar Amount Requested
Immunization Worker	1,040 hours	\$12.45/hour	\$ 12,948.00

Personnel Services Subtotal \$ 12,948.00

Fringe Benefits (15.85% of Personnel) \$ 2,052.00

Personnel Services Subtotal **\$ 15,000.00**

II. Operating Expenses

Supplies	\$ -
Health Education Materials	\$ -
Travel	\$ -
Equipment	\$ -

Operating Expenses Subtotal **\$ -**

Subcontracts Total = (I. Personnel Services + II. Operating Exp.) **\$ 15,000.00**

This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.

Exhibit B, Attachment I, Schedule IV
Subcontractor Budget

Subcontracts

Name of Subcontractor: Central City Community Healthcare Center
Contact Person: Jose Luis Perez
Address: 5970 S. Central Avenue
City, State, & Zip Code: Los Angeles, California 90001
Telephone #: 323-724-6911
Federal Tax I.D. Number:

I. Personnel Services (List positions)	% of Time or Number of Hours	Monthly Salary Range or Hourly Rate	Dollar Amount Requested
Medical Assistant	436 hours	\$10.02/hour	\$ 4,369.00
Medical Director	104 hours	\$60.00/hour	\$ 6,240.00
Outreach Worker	436 hours	\$10.02/hour	\$ 4,369.00
Personnel Services Subtotal			\$ 14,978.00
Fringe Benefits (21% of Personnel)			\$ 3,145.00
Personnel Services Subtotal			\$ 18,123.00

II. Operating Expenses

Supplies	\$ 938.00
Health Education Materials	\$ 439.00
Travel	\$ 500.00
Equipment	\$ -

Operating Expenses Subtotal **\$ 1,877.00**

Subcontracts Total = (I. Personnel Services + II. Operating Exp.) **\$ 20,000.00**

This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.

Exhibit B, Attachment I, Schedule V
Subcontractor Budget

Subcontracts

Name of Subcontractor:	Chinatown Service Center
Contact Person:	Tina Young
Address:	767 North Hill Street, Suite 400
City, State, & Zip Code:	Los Angeles, California 90012
Telephone #:	213-253-0870
Federal Tax I.D. Number:	95-2918844

I. Personnel Services (List positions)	% of Time or Number of Hours	Monthly Salary Range or Hourly Rate	Dollar Amount Requested
Community Health Worker	208 hours	\$11.00/hour	\$ 2,288.00
LVN/MA	416 hours	\$12.36/hour	\$ 5,142.00
Personnel Services Subtotal			\$ 7,430.00
Fringe Benefits (24% of Personnel)			\$ 1,783.00
Personnel Services Subtotal			\$ 9,213.00

II. Operating Expenses

Supplies	\$ 720.00
Health Education Materials	\$ -
Travel	\$ 67.00
Equipment	\$ -

Operating Expenses Subtotal	\$ 787.00
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Subcontracts Total =	(I. Personnel Services + II. Operating Exp.)	\$ 10,000.00
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This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.

Exhibit B, Attachment I, Schedule VI
Subcontractor Budget

Subcontracts

Name of Subcontractor: Clinica Msr. Oscar A. Romero
Contact Person: Melinda Serrano
Address: 123 S. Alvarado Street
City, State, & Zip Code: Los Angeles, California 90057
Telephone #: 213-201-2784
Federal Tax I.D. Number: 95-6101005

I. Personnel Services (List positions)	% of Time or Number of Hours	Monthly Salary Range or Hourly Rate	Dollar Amount Requested
RN/Director of Nursing	458 hours	\$39.91/hour	\$ 18,279.00
Personnel Services Subtotal			\$ 18,279.00

Fringe Benefits (31% of Personnel) \$ 5,666.00

Personnel Services Subtotal \$ 23,945.00

II. Operating Expenses

Supplies	\$ 1,500.00
Health Education Materials	\$ 1,555.00
Travel	\$ -
Equipment	\$ -

Operating Expenses Subtotal \$ 3,055.00

Subcontracts Total = (I. Personnel Services + II. Operating Exp.) \$ 27,000.00

This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.

Exhibit B, Attachment I, Schedule VII
Subcontractor Budget

Subcontracts

Name of Subcontractor:	East Los Angeles Health Task Force
Contact Person:	Susanna Arellano
Address:	2120 East 6th Street
City, State, & Zip Code:	Los Angeles, California 90023
Telephone #:	323-261-2171
Federal Tax I.D. Number:	95-2591550

I. Personnel Services (List positions)	% of Time or Number of Hours	Monthly Salary Range or Hourly Rate	Dollar Amount Requested
FNP/Clinic Manager	208 hours	\$23.08/hour	\$ 4,801.00
Medical Assistant	208 hours	\$14.42/hour	\$ 2,999.00
Personnel Services Subtotal			\$ 7,800.00

Fringe Benefits (28.20% of Personnel)	\$ 2,200.00
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Personnel Services Subtotal	\$ 10,000.00
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II. Operating Expenses

Supplies	\$ -
Health Education Materials	\$ -
Travel	\$ -
Equipment	\$ -

Operating Expenses Subtotal	\$ -
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Subcontracts Total =	(I. Personnel Services + II. Operating Exp.)	\$ 10,000.00
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This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.

Exhibit B, Attachment I, Schedule VIII
Subcontractor Budget

Subcontracts

Name of Subcontractor:	Eisner Pediatric & Family Medical Center
Contact Person:	Chona J. de Leon
Address:	1530 South Olive Street
City, State, & Zip Code:	Los Angeles, California 90015
Telephone #:	213-746-1037
Federal Tax I.D. Number:	95-1690966

I. Personnel Services <u>(List positions)</u>	<u>% of Time or</u> <u>Number of Hours</u>	<u>Monthly Salary Range or</u> <u>Hourly Rate</u>	<u>Dollar Amount</u> <u>Requested</u>
Community Outreach Worker	1,040 hours	\$14.50/hour	\$ 15,080.00
Immunization Nurse	2,080 hours	\$15.64/hour	\$ 32,531.00
LVN	312 hours	\$10.92/hour	\$ 3,407.00
Medical Assistant (2)	416 hours	\$12.73/hour	\$ 5,296.00
Outreach/Educator	582 hours	\$15.44/hour	\$ 8,986.00
Personnel Services Subtotal			\$ 65,300.00
Fringe Benefits (26% of Personnel)			\$ 16,978.00
Personnel Services Subtotal			\$ 82,278.00

II. Operating Expenses

Supplies	\$ 13,000.00
Health Education Materials	\$ 3,222.00
Travel	\$ 1,500.00
Equipment	\$ -

Operating Expenses Subtotal	\$ 17,722.00
Subcontracts Total = (I. Personnel Services + II. Operating Exp.)	\$ 100,000.00

This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.

Exhibit B, Attachment I, Schedule IX
Subcontractor Budget

Subcontracts

Name of Subcontractor:	El Proyecto del Barrio
Contact Person:	Corrine Sanchez
Address:	8902 Woodman Avenue
City, State, & Zip Code:	Arlita, California 91331
Telephone #:	818-830-7133
Federal Tax I.D. Number:	95-2662606

I. Personnel Services (List positions)	% of Time or Number of Hours	Monthly Salary Range or Hourly Rate	Dollar Amount Requested
Clerical Support/Data Entry	1,040 hours	\$10.00/hour	\$ 10,400.00
LVN	1,248 hours	\$16.00/hour	\$ 19,968.00
Medical Assistant	1,560 hours	\$10.50/hour	\$ 16,380.00
Medical Director	104 hours	\$93.75/hour	\$ 9,750.00
Outreach Worker	1,040 hours	\$11.00/hour	\$ 11,440.00
Program Coordinator	347 hours	\$21.58/hour	\$ 7,488.00
Personnel Services Subtotal			\$ 75,426.00

Fringe Benefits (21% of Personnel)	\$ 15,839.00
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Personnel Services Subtotal	\$ 91,265.00
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II. Operating Expenses

Supplies	\$ 5,896.00
Health Education Materials	\$ 1,200.00
Travel	\$ 1,639.00
Equipment	\$ -

Operating Expenses Subtotal	\$ 8,735.00
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Subcontracts Total =	(I. Personnel Services + II. Operating Exp.)	\$ 100,000.00
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This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.

Exhibit B, Attachment I, Schedule X
Subcontractor Budget

Subcontracts

Name of Subcontractor: Esperanza Community Housing Corporation
Contact Person: Nancy Halpern Ibrahim
Address: 2337 South Figueroa Street
City, State, & Zip Code: Los Angeles, California 90007
Telephone #: 213-748-7934
Federal Tax I.D. Number: 95-4230345

I. Personnel Services (List positions)	% of Time or Number of Hours	Monthly Salary Range or Hourly Rate	Dollar Amount Requested
Associate Director	208 hours	\$25.00/hour	\$ 5,200.00
Promotoras (9)	13,728 hours	\$13.00/hour	\$ 178,464.00
Project Assistant	1,872 hours	\$16.00/hour	\$ 29,952.00
Data Analyst	1,040 hours	\$16.00/hour	\$ 16,640.00
Personnel Services Subtotal			\$ 230,256.00

Fringe Benefits (14-16% of Personnel) **\$ 34,179.00**

Personnel Services Subtotal **\$ 264,435.00**

II. Operating Expenses

Supplies	\$ 8,460.00
Health Education Materials	\$ -
Travel	\$ 19,740.00
Equipment	\$ -

Operating Expenses Subtotal **\$ 28,200.00**

Subcontracts Total = (I. Personnel Services + II. Operating Exp.) **\$ 292,635.00**

This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.

Exhibit B, Attachment I, Schedule XI
Subcontractor Budget

Subcontracts

Name of Subcontractor:	Family Health Care Centers of Greater Los Angeles, Inc.
Contact Person:	Raquel Villa
Address:	6501 South Garfield Avenue
City, State, & Zip Code:	Los Angeles, California
Telephone #:	562-928-9600
Federal Tax I.D. Number:	95-1641454

I. Personnel Services (List positions)	% of Time or Number of Hours	Monthly Salary Range or Hourly Rate	Dollar Amount Requested
Billing Manager	62 hours	\$18.50/hour	\$ 1,147.00
Immunization Coordinator	520 hours	\$13.50/hour	\$ 7,020.00
Outreach Supervisor	520 hours	\$10.80/hour	\$ 5,616.00
Outreach Worker	1,040 hours	\$8.10/hour	\$ 8,424.00
Personnel Services Subtotal			\$ 22,207.00
Fringe Benefits (22% of Personnel)			\$ 4,886.00
Personnel Services Subtotal			\$ 27,093.00

II. Operating Expenses

Supplies	\$ -
Health Education Materials	\$ -
Travel	\$ 907.00
Equipment	\$ -

Operating Expenses Subtotal	\$ 907.00
Subcontracts Total = (I. Personnel Services + II. Operating Exp.)	\$ 28,000.00

This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.

Exhibit B, Attachment I, Schedule XII
Subcontractor Budget

Subcontracts

Name of Subcontractor:	Harbor Free Clinic
Contact Person:	Michele Ruppel
Address:	599 West 9th Street
City, State, & Zip Code:	San Pedro, California 90731-3105
Telephone #:	310-547-0176
Federal Tax I.D. Number:	23-7103245

I. Personnel Services (List positions)	% of Time or Number of Hours	Monthly Salary Range or Hourly Rate	Dollar Amount Requested
Health Educator	70 hours	\$20.00/hour	\$ 1,400.00
LVN	150 hours	\$28.00/hour	\$ 4,200.00
Personnel Services Subtotal			\$ 5,600.00

Fringe Benefits (20% of Personnel)	\$ 1,120.00
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Personnel Services Subtotal	\$ 6,720.00
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II. Operating Expenses

Supplies	\$ 2,500.00
Health Education Materials	\$ 780.00
Travel	\$ -
Equipment	\$ -

Operating Expenses Subtotal	\$ 3,280.00
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Subcontracts Total =	(I. Personnel Services + II. Operating Exp.)	\$ 10,000.00
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This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.

Exhibit B, Attachment I, Schedule XIII
Subcontractor Budget

Subcontracts

Name of Subcontractor: Health Net of California, Inc.
Contact Person: Elaine X. Robinson-Frank
Address: 21281 Burbank Boulevard
City, State, & Zip Code: Woodland Hills, CA 91367-6607
Telephone #: 818-686-7696
Federal Tax I.D. Number: 95-4402957

I. Personnel Services (List positions)	% of Time or Number of Hours	Monthly Salary Range or Hourly Rate	Dollar Amount Requested
Program Coordinator	2,080 hours	\$21.50/hour	\$ 44,720.00
Personnel Services Subtotal			\$ 44,720.00

Fringe Benefits (0% of Personnel) \$ -

Personnel Services Subtotal \$ 44,720.00

II. Operating Expenses

Supplies	\$ 25,500.00
Health Education Materials	\$ 2,000.00
Travel	\$ 5,240.00
Equipment	\$ -

Operating Expenses Subtotal \$ 32,740.00

Subcontracts Total = (I. Personnel Services + II. Operating Exp.) **\$ 77,460.00**

This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.

Exhibit B, Attachment I, Schedule XIV
Subcontractor Budget

Subcontracts

Name of Subcontractor: InMed/MotherNet LA
Contact Person: Katie Eilers, MPH
Address: 409 E. Palmer Street
City, State, & Zip Code: Compton, CA 90221
Telephone #: 310-764-0955 x 105
Federal Tax I.D. Number: 52-1482339

I. Personnel Services (List positions)	% of Time or Number of Hours	Monthly Salary Range or Hourly Rate	Dollar Amount Requested
Collaborative Coordinator	100 hours	\$20.00/hour	\$ 2,000.00
Executive Director	112 hours	\$31.25/hour	\$ 3,500.00
IZ Care Coordinator	2,080 hours	\$15.00/hour	\$ 31,200.00
Personnel Services Subtotal			\$ 36,700.00

Fringe Benefits (33-35% of Personnel) **\$ 12,145.00**

Personnel Services Subtotal **\$ 48,845.00**

II. Operating Expenses

Supplies	\$ 3,921.00
Health Education Materials	\$ 3,000.00
Travel	\$ 1,000.00
Equipment	\$ -

Operating Expenses Subtotal **\$ 7,921.00**

Subcontracts Total = (I. Personnel Services + II. Operating Exp.) **\$ 56,766.00**

This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.

Exhibit B, Attachment I, Schedule XV
Subcontractor Budget

Subcontracts

Name of Subcontractor: Koryo Health Foundation
Contact Person: Kyung M. Seo
Address: 1058 South Vermont Avenue
City, State, & Zip Code: Los Angeles, California 90006
Telephone #: 213-380-8833
Federal Tax I.D. Number: 95-2897049

I. Personnel Services (List positions)	% of Time or Number of Hours	Monthly Salary Range or Hourly Rate	Dollar Amount Requested
Immunization Coordinator	201 hours	\$14.50/hour	\$ 2,915.00
Medical Assistant (2)	604 hours	\$10.50/hour	\$ 6,342.00
Personnel Services Subtotal			\$ 9,257.00

Fringe Benefits (0% of Personnel) **\$ -**

Personnel Services Subtotal **\$ 9,257.00**

II. Operating Expenses

Supplies	\$ 400.00
Health Education Materials	\$ 193.00
Travel	\$ 150.00
Equipment	\$ -

Operating Expenses Subtotal **\$ 743.00**

Subcontracts Total = (I. Personnel Services + II. Operating Exp.) **\$ 10,000.00**

This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.

Exhibit B, Attachment I, Schedule XVI
Subcontractor Budget

Subcontracts

Name of Subcontractor:	Mission City Community Network, Inc.
Contact Person:	Laura Valenzuela
Address:	15206 Parthenia Street
City, State, & Zip Code:	North Hills, California 91343
Telephone #:	818-895-3100 x605
Federal Tax I.D. Number:	95-4226189

I. Personnel Services (List positions)	% of Time or Number of Hours	Monthly Salary Range or Hourly Rate	Dollar Amount Requested
Medical Assistant/Hollywood	52 hours	\$8.50/hour	\$ 442.00
Medical Assistant/North Hills	2,080 hours	\$11.50/hour	\$ 23,920.00
Medical Director	12 hours	\$75.00/hour	\$ 900.00
Nurse/Program Director	156 hours	\$32.50/hour	\$ 5,070.00
Personnel Services Subtotal			\$ 30,332.00

Fringe Benefits (19.41% of Personnel)	\$ 5,887.00
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Personnel Services Subtotal	\$ 36,219.00
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II. Operating Expenses

Supplies	\$ 250.00
Health Education Materials	\$ 315.00
Travel	\$ 216.00
Equipment	\$ -

Operating Expenses Subtotal	\$ 781.00
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Subcontracts Total =	(I. Personnel Services + II. Operating Exp.)	\$ 37,000.00
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This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.

Exhibit B, Attachment I, Schedule XVII
Subcontractor Budget

Subcontracts

Name of Subcontractor: Northeast Valley Health Corporation
Contact Person: Debra Rosen
Address: 1172 North Maclay Street
City, State, & Zip Code: San Fernando, California 91340
Telephone #: 818-898-1388
Federal Tax I.D. Number: 23-7120632

I. Personnel Services (List positions)	% of Time or Number of Hours	Monthly Salary Range or Hourly Rate	Dollar Amount Requested
Data Entry Clerk	208 hours	\$11.02/hour	\$ 2,292.00
Health Education Specialist	1,040 hours	\$13.83/hour	\$ 14,383.00
Medical Assistant (MA)	1,664 hours	\$11.68/hour	\$ 19,436.00
Program Director	312 hours	\$33.42/hour	\$ 10,427.00
Registered Nurse	832 hours	\$30.02/hour	\$ 24,977.00
Personnel Services Subtotal			\$ 71,515.00
Fringe Benefits (26% of Personnel)			\$ 18,594.00
Personnel Services Subtotal			\$ 90,109.00

II. Operating Expenses

Supplies	\$ 7,741.00
Health Education Materials	\$ 750.00
Travel	\$ 1,400.00
Equipment	\$ -

Operating Expenses Subtotal **\$ 9,891.00**

Subcontracts Total = (I. Personnel Services + II. Operating Exp.) **\$ 100,000.00**

This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.

Exhibit B, Attachment I, Schedule XVIII
Subcontractor Budget

Subcontracts

Name of Subcontractor: Northeast Valley Health Corporation - WIC
Contact Person: Debra Rosen
Address: 1172 North Maclay Street
City, State, & Zip Code: San Fernando, California 91340
Telephone #: 818-898-1388
Federal Tax I.D. Number: 23-7120632

I. Personnel Services (List positions)	% of Time or Number of Hours	Monthly Salary Range or Hourly Rate	Dollar Amount Requested
Consultant	150 hours	\$40.00/hour	\$ 6,000.00
Data Entry Clerk	1,872 hours	\$10.90/hour	\$ 20,405.00
Program Director	624 hours	\$32.05/hour	\$ 19,999.00
Personnel Services Subtotal			\$ 46,404.00
Fringe Benefits (20-23% of Personnel)			\$ 9,293.00
Personnel Services Subtotal			\$ 55,697.00
II. Operating Expenses			
Supplies			\$ 6,553.00
Health Education Materials			\$ 750.00
Travel			\$ 1,000.00
Equipment			\$ -
Operating Expenses Subtotal			\$ 8,303.00
Subcontracts Total = (I. Personnel Services + II. Operating Exp.)			\$ 64,000.00

This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.

Exhibit B, Attachment I, Schedule XIX
Subcontractor Budget

Subcontracts

Name of Subcontractor: Partners in Care Foundation Care-A-Van Mobile Health Clinic
Contact Person: James A. Cook
Address: 101 S. First Street, Suite 100
City, State, & Zip Code: Burbank, California 91502
Telephone #: 818-526-1780 x 108
Federal Tax I.D. Number: 95-3954057

I. Personnel Services (List positions)	% of Time or Number of Hours	Monthly Salary Range or Hourly Rate	Dollar Amount Requested
Community Outreach Coord.	416 hours	\$15.50/hour	\$ 6,448.00
Medical Assistant	416 hours	\$9.27/hour	\$ 3,856.00
Registered Nurse	416 hours	\$15.96/hour	\$ 6,639.00
Registrar Biller	416 hours	\$12.80/hour	\$ 5,325.00
Personnel Services Subtotal			\$ 22,268.00
Fringe Benefits (25% of Personnel)			\$ 5,567.00
Personnel Services Subtotal			\$ 27,835.00
II. Operating Expenses			
Supplies			\$ 6,950.00
Health Education Materials			\$ 1,000.00
Travel			\$ 1,215.00
Equipment			\$ -
Operating Expenses Subtotal			\$ 9,165.00
Subcontracts Total = (I. Personnel Services + II. Operating Exp.)			\$ 37,000.00

This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.

Exhibit B, Attachment I, Schedule XX
Subcontractor Budget

Subcontracts

Name of Subcontractor: QueensCare Family Clinics
Contact Person: Karen D. Reese
Address: 1300 North Vermont Avenue, Suite 1002
City, State, & Zip Code: Los Angeles, California 90027-0005
Telephone #: 323-644-6191
Federal Tax I.D. Number: 95-3702136

I. Personnel Services (List positions)	% of Time or Number of Hours	Monthly Salary Range or Hourly Rate	Dollar Amount Requested
Immunization Coordinator	2,080 hours	\$25.00/hour	\$ 52,000.00
Personnel Services Subtotal			\$ 52,000.00

Fringe Benefits (0% of Personnel) **\$ -**

Personnel Services Subtotal **\$ 52,000.00**

II. Operating Expenses

Supplies	\$ 1,000.00
Health Education Materials	\$ 2,000.00
Travel	\$ -
Equipment	\$ -

Operating Expenses Subtotal **\$ 3,000.00**

Subcontracts Total = (I. Personnel Services + II. Operating Exp.) **\$ 55,000.00**

This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.

Exhibit B, Attachment I, Schedule XXI
Subcontractor Budget

Subcontracts

Name of Subcontractor: SHIELDS for Families, Inc.
Contact Person: Kathryn Icenhower, PhD
Address: 1274 Avalon Boulevard, Suite 300
City, State, & Zip Code: Los Angeles, CA 90061
Telephone #: 323-242-5000 x268
Federal Tax I.D. Number: 95-4336420

I. Personnel Services (List positions)	% of Time or Number of Hours	Monthly Salary Range or Hourly Rate	Dollar Amount Requested
Healthy Start Director	104 hours	\$33.65/hour	\$ 3,500.00
Immunization Care Coord.	2,080 hours	\$13.00/hour	\$ 27,040.00
Personnel Services Subtotal			\$ 30,540.00

Fringe Benefits (23% of Personnel) **\$ 7,024.00**

Personnel Services Subtotal **\$ 37,564.00**

II. Operating Expenses

Supplies	\$ 3,921.00
Health Education Materials	\$ -
Travel	\$ 1,000.00
Equipment	\$ -

Operating Expenses Subtotal **\$ 4,921.00**

Subcontracts Total = (I. Personnel Services + II. Operating Exp.) **\$ 42,485.00**

This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.

Exhibit B, Attachment I, Schedule XXII
Subcontractor Budget

Subcontracts

Name of Subcontractor: St. John's Well Child & Family Center
Contact Person: James J. Mangia
Address: 514 West Adams Boulevard
City, State, & Zip Code: Los Angeles, California 90007
Telephone #: 213-749-0947
Federal Tax I.D. Number: 95-4067758

I. Personnel Services (List positions)	% of Time or Number of Hours	Monthly Salary Range or Hourly Rate	Dollar Amount Requested
Health Promotor	1,300 hours	\$12.00/hour	\$ 15,600.00
Health Promotor	2,080 hours	\$12.00/hour	\$ 24,960.00
Registered Nurse	1,040 hours	\$19.24/hour	\$ 20,010.00
Personnel Services Subtotal			\$ 60,570.00

Fringe Benefits (18% of Personnel) \$ 10,903.00

Personnel Services Subtotal \$ 71,473.00

II. Operating Expenses

Supplies	\$ 527.00
Health Education Materials	\$ -
Travel	\$ -
Equipment	\$ -

Operating Expenses Subtotal \$ 527.00

Subcontracts Total = (I. Personnel Services + II. Operating Exp.) **\$ 72,000.00**

This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.

Exhibit B, Attachment I, Schedule XXIII
Subcontractor Budget

Subcontracts

Name of Subcontractor: St. John's Well Child Center
Contact Person: James J. Mangia
Address: 5701 S. Hoover Street
City, State, & Zip Code: Los Angeles, California 90037
Telephone #: 323-541-1600
Federal Tax I.D. Number: 95-4067758

I. Personnel Services (List positions)	% of Time or Number of Hours	Monthly Salary Range or Hourly Rate	Dollar Amount Requested
Immunization Care Coord.	1,560 hours	\$13.00/hour	\$ 20,280.00
Personnel Services Subtotal			\$ 20,280.00
Fringe Benefits (21% of Personnel)			\$ 4,259.00
Personnel Services Subtotal			\$ 24,539.00
II. Operating Expenses			
Supplies			\$ 1,000.00
Health Education Materials			\$ -
Travel			\$ 250.00
Equipment			\$ -
Operating Expenses Subtotal			\$ 1,250.00
Subcontracts Total = (I. Personnel Services + II. Operating Exp.)			\$ 25,789.00

This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.

Exhibit B, Attachment I, Schedule XXIV
Subcontractor Budget

Subcontracts

Name of Subcontractor: St. John's Well Child Center
Contact Person: James J. Mangia
Address: 514 West Adams Boulevard
City, State, & Zip Code: Los Angeles, California 90007
Telephone #: 213-849-0947
Federal Tax I.D. Number: 95-4067758

I. Personnel Services (List positions)	% of Time or Number of Hours	Monthly Salary Range or Hourly Rate	Dollar Amount Requested
Community Health Promotor	2,080 hours	\$13.00/hour	\$ 27,040.00
Personnel Services Subtotal			\$ 27,040.00

Fringe Benefits (21% of Personnel) \$ 5,678.00

Personnel Services Subtotal \$ 32,718.00

II. Operating Expenses

Supplies	\$ 500.00
Health Education Materials	\$ -
Travel	\$ 500.00
Equipment	\$ -

Operating Expenses Subtotal \$ 1,000.00

Subcontracts Total = (I. Personnel Services + II. Operating Exp.) **\$ 33,718.00**

This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.

Exhibit B, Attachment I, Schedule XXV
Subcontractor Budget

Subcontracts

Name of Subcontractor:	Valley Community Clinic
Contact Person:	Diane Chamberlain
Address:	5648 Vineland Avenue
City, State, & Zip Code:	North Hollywood, California 91601
Telephone #:	818-763-1718 x113
Federal Tax I.D. Number:	23-7050082

I. Personnel Services <u>(List positions)</u>	<u>% of Time or</u> <u>Number of Hours</u>	<u>Monthly Salary Range or</u> <u>Hourly Rate</u>	<u>Dollar Amount</u> <u>Requested</u>
Immunization Coordinator	675.2 hours	\$14.81/hour	\$ 10,000.00
Personnel Services Subtotal			\$ 10,000.00

Fringe Benefits (0% of Personnel)	\$ -
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Personnel Services Subtotal	\$ 10,000.00
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II. Operating Expenses

Supplies	\$ -
Health Education Materials	\$ -
Travel	\$ -
Equipment	\$ -

Operating Expenses Subtotal	\$ -
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Subcontracts Total =	(I. Personnel Services + II. Operating Exp.)	\$ 10,000.00
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This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.

Exhibit B, Attachment I, Schedule XXVI
Subcontractor Budget

Subcontracts

Name of Subcontractor:	Venice Family Clinic
Contact Person:	Christine Lund
Address:	604 Rose Avenue
City, State, & Zip Code:	Venice, California 90291
Telephone #:	310-392-8630
Federal Tax I.D. Number:	95-2769432

I. Personnel Services <u>(List positions)</u>	<u>% of Time or</u> <u>Number of Hours</u>	<u>Monthly Salary Range or</u> <u>Hourly Rate</u>	<u>Dollar Amount</u> <u>Requested</u>
Data Entry Clerk	1,040 hours	\$12.74/hour	\$ 13,250.00
Medical Assistant	1,040 hours	\$13.94/hour	\$ 14,498.00
Personnel Services Subtotal			\$ 27,748.00

Fringe Benefits (22% of Personnel)	\$ 6,105.00
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Personnel Services Subtotal	\$ 33,853.00
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II. Operating Expenses

Supplies	\$ 10,147.00
Health Education Materials	\$ -
Travel	\$ -
Equipment	\$ -

Operating Expenses Subtotal	\$ 10,147.00
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Subcontracts Total = (I. Personnel Services + II. Operating Exp.)	\$ 44,000.00
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This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.

Exhibit B, Attachment I, Schedule XXVII
Subcontractor Budget

Subcontracts

Name of Subcontractor: Watts Healthcare Corporation
Contact Person: Oliver Brooks, M.D.
Address: 10300 Compton Avenue
City, State, & Zip Code: Los Angeles, California 90002
Telephone #: 323-357-6631
Federal Tax I.D. Number: 73-3046480

I. Personnel Services <u>(List positions)</u>	<u>% of Time or</u> <u>Number of Hours</u>	<u>Monthly Salary Range or</u> <u>Hourly Rate</u>	<u>Dollar Amount</u> <u>Requested</u>
Immunization Care Coord.	1,560 hours	\$13.00/hour	\$ 20,280.00
Personnel Services Subtotal			\$ 20,280.00
Fringe Benefits (27% of Personnel)			\$ 5,476.00
Personnel Services Subtotal			\$ 25,756.00
II. Operating Expenses			
Supplies			\$ 1,000.00
Health Education Materials			\$ -
Travel			\$ 250.00
Equipment			\$ -
Operating Expenses Subtotal			\$ 1,250.00
Subcontracts Total = (I. Personnel Services + II. Operating Exp.)			\$ 27,006.00

This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.

Exhibit B, Attachment I, Schedule XXVIII
Subcontractor Budget

Subcontracts

Name of Subcontractor: Westside Family Health Center
Contact Person: Deidre Gibbs
Address: 1711 Ocean Park Boulevard
City, State, & Zip Code: Santa Monica, California 90405
Telephone #: 310-450-4773
Federal Tax I.D. Number:

I. Personnel Services (List positions)	% of Time or Number of Hours	Monthly Salary Range or Hourly Rate	Dollar Amount Requested
Community Health Worker	520 hours	\$11.54/hour	\$ 6,001.00
Community Health Worker	520 hours	\$12.12/hour	\$ 6,302.00
Personnel Services Subtotal			\$ 12,303.00

Fringe Benefits (15.50% of Personnel) **\$ 1,907.00**

Personnel Services Subtotal **\$ 14,210.00**

II. Operating Expenses

Supplies	\$ 1,621.00
Health Education Materials	\$ 2,550.00
Travel	\$ 619.00
Equipment	\$ -

Operating Expenses Subtotal **\$ 4,790.00**

Subcontracts Total = (I. Personnel Services + II. Operating Exp.) **\$ 19,000.00**

This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.

Exhibit E
Additional Provisions

1. Incorporated Exhibits

- A. The following exhibits and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These exhibits may be updated periodically by DHS, as required by program directives. DHS shall provide the Contractor with copies of said exhibits and any periodic updates thereto under separate cover. DHS will maintain on file, all exhibits referenced herein and any subsequent updates.
- 1) Immunization Assessment of Child Care/Head Start and Kindergarten Enrollees and Review of Child Care/Head Start Centers and Kindergarten Schools, developed by DHS Immunization Branch, 2004.
 - 2) California Vaccine-Preventable Disease Surveillance Manual, DHS Immunization Branch, 2003.
 - 3) Vaccine Adverse Events Reporting System, developed by the Centers for Disease Control and Prevention.
 - 4) Immunization Registry Functional Standards developed by the American Immunization Registration Association.
 - 5) "Medicaid Pediatric Immunization Provisions" of the Omnibus Budget Reconciliation Act, Part IV- Immunizations, Sec. 13631. These guidelines were published August 10, 1993.
 - 6) Vaccines for Children (VFC) Quality Assurance Review/"CASITA" visits, developed by the CDHS Immunization Branch, July 2001.

2. Contract Amendments

Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

3. Cancellation / Termination

- A. This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.

Exhibit E
Additional Provisions

- B. Upon receipt of a notice of termination or cancellation from DHS, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
- C. Contractor shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred prior to receipt of the notice of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to contract number 05-45410 entered into between the State of California Department of Health Services (DHS) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via invoice number(s) _____, in the amount(s) of \$ _____ and dated _____. If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment, will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a percentage (0% to 100%) of the materials, goods, supplies or products offered or used in the performance of the above referenced contract meets or exceeds the minimum percentage of recycled material, as defined in Public Contract Code Sections 12161 and 12200.

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by DHS or purchased with or reimbursed by contract funds)

Unless DHS has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another DHS agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to DHS, at DHS's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): County of Los Angeles (Department of Health Services)

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

DHS Distribution: Accounting (Original) Program

Travel Reimbursement Information

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. *The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.*
 - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. *Exceptions to DPA lodging rates may be approved by DHS upon the receipt of a statement on/with an invoice indicating that such rates are not available.*
 - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. *Headquarters may be individually established for each traveler and approved verbally by the program funding the agreement. Verbal approval shall be followed up in writing or email.*
 - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on page 2 of this exhibit to determine the reimbursement allowance. All lodging must be receipted. If contractor does not present receipts, lodging will not be reimbursed.

(1) Lodging (with receipts):

Travel Location / Area	Reimbursement Rate
Statewide (excluding the counties identified below)	\$ 84.00 plus tax
Counties of Los Angeles and San Diego	\$110.00 plus tax
Counties of Alameda, San Francisco, San Mateo, and Santa Clara,	\$140.00 plus tax

Reimbursement for actual lodging expenses exceeding the above amounts may be allowed with the advance approval of the Deputy Director of the Department of Health Service or his or her designee. Receipts are required. *Receipts from Internet lodging reservation services such as Priceline.com, which require prepayment to that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.*

- (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum for each full 24-hour period of travel.

Meal / Expense	Reimbursement Rate
Breakfast	\$ 6.00
Lunch	\$ 10.00
Dinner	\$ 18.00
Incidental expenses	\$ 6.00

- d. Out-of-state travel may only be reimbursed if such travel is *necessitated by the scope or statement of work* and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior *DHS written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).*
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on page 2 of this *exhibit*.
- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

Travel Reimbursement Information

Exhibit G (Continued)

2. If any of the reimbursement rates stated herein are changed by the Department of Personnel Administration, no formal contract amendment will be required to incorporate the new rates. However, DHS shall inform the contractor, in writing, of the revised travel reimbursement rates.
3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
4. **Note on use of autos:** If a contractor uses his or her car for transportation, the rate of pay will be **34 cents** maximum per mile. If the contractor is a person with a disability who must operate a motor vehicle on official state business and who can operate only specially equipped or modified vehicles they may claim a rate of **37 cents** per mile. If a contractor uses his or her car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the state. Gasoline and routine automobile repair expenses are not reimbursable.
5. The contractor is required to furnish details surrounding each period of travel. *Travel expense reimbursement* detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. *Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.*
6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

Travel Reimbursement Guide

Length of travel period	This condition exists...	Allowable Meal(s)
Less than 24 hours	Travel begins at 6:00 a.m. or earlier and continues until 9:00 a.m. or later.	Breakfast
Less than 24 hours	<ul style="list-style-type: none"> • Travel period ends at least one hour after the regularly scheduled workday ends, or • Travel period begins prior to or at 4:00 p.m. and continues beyond 7:00 p.m. 	Dinner
24 hours	Travel period is a full 24-hour period determined by the time that the travel period begins and ends.	Breakfast, lunch, and dinner
Last fractional part of more than 24 hours	Travel period is more than 24 hours and traveler returns at or after 8:00 a.m.	Breakfast
	Travel period is more than 24 hours and traveler returns at or after 2:00 p.m.	Lunch
	Travel period is more than 24 hours and traveler returns at or after 7:00 p.m.	Dinner

7. *At DHS' discretion, changes or revisions made by DHS to this exhibit, excluding travel policy established by DPA may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by DHS program policy.*

Special Terms and Conditions*(For federally funded service contracts and grant awards)*

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition. The terms "contract", "Contractor" and "Subcontractor" shall also mean "grant", "Grantee" and "Subgrantee" respectively.

Index of Special Terms and Conditions

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Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHS, the Contractor may request in writing to DHS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with contract funds.)

Reimbursement for travel and per diem expenses from DHS under this agreement shall, unless otherwise specified in this agreement, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA), for nonrepresented state employees as stipulated in DHS' Travel Reimbursement Information Exhibit. If the DPA rates change during the term of the agreement, the new rates shall apply upon their effective date and no amendment to this agreement shall be necessary. Exceptions to DPA rates may be approved by DHS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from DHS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to all agreements in which equipment, miscellaneous property, commodities and/or supplies are furnished by DHS or expenses for said items are reimbursed with state or federal funds.)

a. Equipment definitions

Wherever the term equipment and/or miscellaneous property is used, the following definitions shall apply:

- (1) **Major equipment:** A tangible or intangible item having a base unit cost of \$5,000 or more with a life expectancy of one (1) year or more and is either furnished by DHS or the cost is reimbursed through this agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment:** A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more that is listed on the DHS Asset Management Unit's Minor Equipment List and is either furnished by DHS or the cost is reimbursed through this agreement. Contractors may obtain a copy of the Minor Equipment List by making a request through the DHS program contract manager.
- (3) **Miscellaneous property:** A specific tangible item with a life expectancy of one (1) year or more that is either furnished by DHS or the cost is reimbursed through this agreement. Examples include, but are not limited to: furniture (excluding modular furniture), cabinets, typewriters, desktop calculators, portable dictators, non-digital cameras, etc.

deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHS determines to be unnecessary in carrying out performance under this agreement.

- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. DHS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or miscellaneous property is furnished by DHS and/or when said items are purchased or reimbursed with state or federal funds.)

- a. Wherever the term equipment and/or miscellaneous property is used in Provision 4, the definitions in Provision 3, Paragraph a shall apply.

Unless otherwise stipulated in this agreement, all equipment and/or miscellaneous property that are purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement shall be considered state equipment and the property of DHS.

- (1) DHS requires the reporting, tagging and annual inventorying of all equipment and/or miscellaneous property that is furnished by DHS or purchased/reimbursed with funds provided through this agreement.

Upon receipt of equipment and/or miscellaneous property, the Contractor shall report the receipt to the DHS program contract manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHS Funds) does not accompany this agreement, Contractor shall request a copy from the DHS program contract manager.

- (2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or miscellaneous property to the DHS program contract manager using a form or format designated by DHS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHS-Funded Equipment) does not accompany this agreement, Contractor shall request a copy from the DHS program contract manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or miscellaneous property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- (b) Submit the inventory report to DHS according to the instructions appearing on the inventory form or issued by the DHS program contract manager.
- (c) Contact the DHS program contract manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or miscellaneous property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by DHS' Asset Management Unit.

liability insurance is in effect during the term of this agreement or any period of contract extension during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHS program contract manager.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this agreement or until such time as the motor vehicle is returned to DHS.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Services).
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this agreement and any extension or continuation of this agreement.
 - [3] The insurance carrier shall notify the State of California Department of Health Services, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to the agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHS, in writing, if this provision is applicable to this agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHS may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

- i. Unless otherwise stipulated in writing by DHS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, and 32.

6. Income Restrictions

Unless otherwise stipulated in this agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this agreement shall be paid by the Contractor to DHS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHS under this agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that DHS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this agreement, or by subparagraphs (1) or (2) below.
 - (1) If this agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this agreement, reduce its accounts, books and records related to this agreement to

reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

- (3) In the performance of this agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this agreement. In addition, under this agreement, Contractor may access and utilize certain of DHS' Intellectual Property in existence prior to the effective date of this agreement. Except as otherwise set forth herein, Contractor shall not use any of DHS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHS. **Except as otherwise set forth herein, neither the Contractor nor DHS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHS in the third-party's license agreement.
- (4) Contractor agrees to cooperate with DHS in establishing or maintaining DHS' exclusive rights in the Intellectual Property, and in assuring DHS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this agreement, Contractor shall require the terms of the agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHS and which result directly or indirectly from this agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with DHS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHS' Intellectual Property rights and interests.

b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this agreement. Contractor hereby grants to DHS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
 - (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
 - (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHS in this agreement.
 - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this agreement.
- (2) DHS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless DHS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this agreement. DHS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHS.
- (2) Should any Intellectual Property licensed by the Contractor to DHS under this agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHS' right to use the licensed Intellectual Property in accordance with this agreement at no expense to DHS. DHS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual

- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHS program contract manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client, any such identifying information to anyone other than DHS without prior written authorization from the DHS program contract manager.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

14. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contract communications) prepared as a requirement of this agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

15. Dispute Resolution Process

- a. A Contractor grievance exists whenever the Contractor believes there is a dispute arising from DHS' action in the administration of an agreement. If the Contractor believes there is a dispute or grievance between the Contractor and DHS, both parties shall follow the procedure outlined below.
 - (1) The Contractor should first discuss the problem informally with the DHS program contract manager. If the problem cannot be resolved at this stage, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) The Contractor must prepare a letter indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the letter a copy of the Contractor's original statement of dispute with any supporting documents and a copy of the Branch Chief's response. This letter shall be sent to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division funding this agreement or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division funding this agreement or his/her designee shall be returned to the Contractor within twenty (20) working days of receipt of the Contractor's letter.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division funding this agreement or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5, commencing with Section 251, California Code of Regulations.)

- d. Two copies of the audit report shall be delivered to the DHS program funding this agreement. The audit report must identify the Contractor's legal name and the number assigned to this agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHS program contract manager shall forward the audit report to DHS' Audits and Investigations Unit.
- e. The cost of the audits described herein may be included in the funding for this agreement up to the proportionate amount this agreement represents of the Contractor's total revenue. The DHS program funding this agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- g. Nothing in this agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- h. Nothing in this provision limits the authority of the State to make audits of this agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

17. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this agreement, Contractor agrees that if any performance under this agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

18. Novation Requirements

If the Contractor proposes any novation agreement, DHS shall act upon the proposal within 60 days after receipt of the written proposal. DHS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection

by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHS shall have the right to annul this agreement without liability or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

22. Payment Withholds

(Applicable only if a final report is required by this agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this contract, DHS may, at its discretion, withhold 10 percent (10%) of the face amount of the agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until DHS receives a final report that meets the terms, conditions and/or scope of work requirements of this agreement.

23. Performance Evaluation

(Not applicable to grant agreements.)

DHS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHS. Negative performance evaluations may be considered by DHS prior to making future contract awards.

24. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this agreement if made with a corporation for its general benefits.

25. Four-Digit Date Compliance

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately

- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

30. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
 - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
 - (2) Director's and executive committee member's fees.
 - (3) Incentive awards and/or bonus incentive pay.
 - (4) Allowances for off-site pay.
 - (5) Location allowances.
 - (6) Hardship pay.
 - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
 - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
 - (1) Be necessary and reasonable for the performance of the agreement.
 - (2) Be determined in accordance with generally accepted accounting principles.
 - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.
- f. Earned/Accrued Compensation
 - (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
 - (2) For multiple year contracts, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the agreement. Holidays cannot be carried over from one contract year to the next. See Provision f (3)(b) for an example.

- (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHS program contract manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, If known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, If known: _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CDFA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI): _____ (attach Continuation Sheet(s) SF-LLL-A, If necessary)		b. Name and Address of Lobbying Entity (If individual, last name, first name, MI): _____
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind, specify: Nature _____ Value _____		
14. Brief Description of Services Performed or to be Performed and Dates(s) of Service, including Officer(s), Employee(s), or Member(s) Contracted for Payment indicated in item 11: _____ (Attach Continuation Sheet(s) SF-LLL-A, If necessary)		
15. Continuation Sheet(s) SF-LLL-A Attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by Title 31, U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to Title 31, U.S.C., Section 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$19,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form-LLL

Contract No. _____

IMMUNIZATION PROMOTORA COLLABORATIVE PROJECT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2005,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

ST. JOHN'S WELL CHILD AND
FAMILY CENTER
(hereafter "Contractor").

WHEREAS, in connection with its participation in the State of California's Immunization Program, County's Department of Health Services (hereafter "DHS") has established an Immunization PROMOTORA COLLABORATIVE PROJECT (hereafter "Promotora"), the objective of which is to train and coordinate the involvement of participating women and mothers in immunization assessment and referral activities in project areas of Los Angeles; and

WHEREAS, the Promotora provides for design, research, and evaluation of outcome of changes in immunization rates and the role of women in impacting community immunization awareness in community-based clinics/organizations; and

WHEREAS, County's Director of Health Services has determined that the immunization assessment and referral activities of Promotora by community-based clinics/organizations are needed and that the services are professional and temporary; and

WHEREAS, the term "Director" as used herein refers to County's Director of DHS, or his authorized designee (hereafter

jointly referred to as "Director"); and

WHEREAS, Contractor possesses the competence, expertise, facilities, and personnel to provide Promotora immunization services hereunder; and

WHEREAS, this Agreement is authorized by California Government Code Sections 26227 and 53703 and otherwise.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: This Agreement shall commence on the date of approval by County's Board of Supervisors ("Board") and shall remain in full force and effect to, and including, June 30, 2006. This agreement shall be thereafter automatically renewed for an additional twelve (12) months, effective July 1, 2006 through June 30, 2007, subject to the availability of State funding to County. If such State funding is not forthcoming, this Agreement shall terminate June 30, 2006.

If for any reason the State grant which funds this Agreement is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing. This Agreement may be terminated at anytime by either party upon the giving of thirty (30) days written notice to the other party. Additionally, County may terminate this Agreement in accordance with the Paragraphs 16, 27, 28, and 29 of the ADDITIONAL PROVISIONS hereunder.

Director may also suspend the performance of services hereunder, in whole or in part, effective upon Contractor's

receipt of County's written notice. County's notice shall set forth the reasons for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds, for this Agreement in County's Budget for each fiscal year. If County's Board of Supervisor's fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, agents, or employees to comply with any of the terms of this Agreement shall constitute a material breach hereof and the Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. DESCRIPTION OF SERVICES: Contractor shall provide services to County in the manner and form as described in the body of this Agreement and in Exhibits A, and B, Scopes of Work attached hereto and incorporated herein by reference.

3. MAXIMUM OBLIGATION OF COUNTY: Upon the effective date of

this agreement through June 30, 2006, the maximum obligation of County for Contractor's performance hereunder is Thirty-Three Thousand Seven Hundred Eighteen Dollars (\$33,718), as set forth in Exhibit A, Schedule I, Budget, attached hereto and incorporated herein by reference.

If this Agreement is renewed for the period July 1, 2006 through June 30, 2007, the maximum obligation of County for Contractor's performance hereunder is Thirty-Three Thousand Seven Hundred Eighteen Dollars (\$33,718), as set forth in Exhibit B, Schedule II, Budget, attached hereto and incorporated herein by reference.

Contractor shall use such funds only to pay for Expenditure Categories (i.e., Personnel Services, Operating Expenses, and Indirect Costs), as set forth in Exhibit A, Schedule I, and Exhibit B, Schedule II, attached hereto, and only to the extent that such funds are reimbursable to County under the State Agreement Number 05-45410.

Contractor may reallocate up to ten percent (10%) of any amount in any expenditure category to any other expenditure category. Director may authorize Contractor to exceed any expenditure category beyond the ten percent (10%) reallocation providing County's maximum obligation shall not exceed that provided herein, and provided further that Contractor submits a written request and justification to the Director for any reallocation in excess of ten percent (10%) and obtains Director's prior written approval. Expenditure category amounts

are those set forth in Exhibit A, Schedule I, and Exhibit B, Schedule II, as the total funding for Personnel Services, and Operating Expenses.

4. BILLING AND PAYMENT: County shall compensate Contractor for actual reimbursable net costs incurred by Contractor in performing services hereunder.

A. County agrees to compensate Contractor in accordance with Exhibit A, Schedule I, Budget, and Exhibit B, Schedule II, Budget attached hereto and incorporated herein by reference.

B. Contractor shall bill County monthly in arrears. Contractor shall submit all invoices in duplicate and clearly reflect all required information as specified on such forms as may be furnished or required by County. Such invoices shall detail actual reimbursement costs incurred by Contractor in accordance with Exhibit A, Schedule I, Budget, and Exhibit B, Schedule II, Budget, attached hereto. Each original invoice shall be approved and signed by Contractor's duly authorized designee. Original invoices shall be submitted to: (1) DHS, Public Health Immunization Program; 3530 Wilshire Boulevard, Suite 700; Los Angeles, California 90010; Attention: Director/Deputy Director, with duplicate invoice to: (1) Public Health Financial Management; 5555 Ferguson Drive, 1st Floor; City of Commerce, California 90022; Attention: Grants Management Unit; no later than fifteen (15) days after the end of each

calendar month. After receipt of a correct and accurate billing, County shall pay Contractor in accordance with its customary accounts payable procedures.

C. County Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that actual reimbursable net costs for any services furnished hereunder are lower than the payments made thereof by County, and/or if it is determined by such audit that any payments made by County for a particular service is for costs which are not reimbursable pursuant to provisions of this Agreement, then the difference shall be repaid by Contractor immediately upon the County's demand.

(2) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the allowable costs of services furnished hereunder are higher than the payments made by County, then the difference may be paid to Contractor.

D. In no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts or grants.

E. In no event shall County be required to pay Contractor more for all services provided hereunder than the

maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement.

F. Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County unless such expense is approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

G. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for any succeeding month or months for reports or data not delivered in a complete and correct form for any given month.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the exhibits(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this

Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any succeeding month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such services is delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by an audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

H. Contractor agrees to reimburse County for any Federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

5. BUDGET REDUCTIONS: In the event that County's Board of Supervisors adopts a County Budget during any County fiscal year this Agreement is in effect, which provides for reductions in salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce this payment obligation correspondingly for such fiscal year for services provided by Contractor under this Agreement. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) days of the Board's approval of such actions. Contractor shall continue to provide all of the services set forth in the Agreement.

6. NON-APPROPRIATION OF FUNDS CONDITION: Notwithstanding any other provisions of this Agreement, it shall be effective and binding upon the parties only in the event that funds for the purpose hereof during any County current fiscal year (July 1 - June 30) this Agreement is in effect, are appropriated by County's Board of Supervisors.

Further, County shall not be obligated for services hereunder performed during any of County's' future fiscal years unless and until County's Board of Supervisors appropriates funds for services hereunder in County's Budget for each such future fiscal year.

7. OBJECTIVE: In order to assist the County/State/Federal governments in the objective to vaccinate ninety percent (90%) of children by the year 2010 with one (1) dose of measles,

mumps, and rubella vaccine (MMR), three (3) doses of oral polio vaccine ("OPV"), at least three (3) doses of diphtheria, tetanus, and pertussis vaccine ("DTP"), at least (3) three doses of Haemophilus Influenzas Type b vaccine ("Hib"), and three (3) doses of Hepatitis B vaccine as of their second birthday, Contractor agrees to provide the following activities:

A. To follow the "Standards For Pediatric Immunization Practices" as promulgated by the United States Public Health Service Advisory Committee on Immunization Practices and the American Academy of Pediatrics.

B. To expand immunization services by including additional clinic days and hours per week for immunization services.

C. To implement and/or maintain an immunization tracking system (reminder/recall) to ensure that the families of infants and toddlers (preschool-age children, under age four years) served by Contractor are notified of immunizations due or past due.

D. To implement special outreach activities with other public and private agencies which serve preschool-age children and actively participate in local immunization health education and promotional campaigns.

E. To conduct a clinic immunization record audit of a sample of children (twenty four [24] months to thirty five [35] months old) who are served by the clinic during the Agreement period. The sampling technique and immunization

clinic record methodology must be compatible with the methodology which is available and will be supplied by the Immunization Branch of the California Department of Health Services.

8. OTHER REQUIREMENTS:

Contractor agrees to the following additional requirements:

A. During this contract/agreement period, to onsite clinic visits by public health department representatives (Federal, State, and/or local) to discuss the progress achieved in the implementation and maintenance of the aforementioned activities ("A through E").

B. In accordance with the guidelines and format provided by the California Department of Health Services Immunization Branch and local health department, to submit, through his/her Immunization Branch District Field Representative or local health department Immunization Coordinator, by the 15th of the month following the end of each quarter, a written quarterly report of progress and activities. In addition to the written report the Contractor and Project Liaison, or his designee, may meet and discuss the above matters in person with the subcontractor.

C. To provide the necessary financial or immunization programmatic reports required by the local health department or non-profit fiscal agent and California Department of

Health Services.

9. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are appropriated from federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Assistant Director of Health Services, Administrative and Financial Services. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed fifteen percent (15%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer. If the increase or decrease exceeds fifteen percent (15%) of the applicable County maximum obligation, approval by the County's Board of Supervisors shall be required. Any such changes in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to Paragraph 17

(ALTERATION OF TERMS).

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, the Director or County's Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor

and to County's Chief Administrative Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to Paragraph 17 (ALTERATION OF TERMS).

10. INDEMNIFICATION AND INSURANCE:

A. Indemnification: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

B. General Insurance Requirements: Without limiting Contractor's indemnification of County, and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

(1) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be

delivered to Department Contract Administrator Name and Address prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverages required in this Agreement.

(c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.

(e) identify any deductibles or self-insured retention for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retention as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or

both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(2) Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

(3) Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

(4) Notification of Incidents, Claims or Suits:

Contractor shall report to County:

(a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against

Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(b) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(c) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County contract manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

(5) Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

(6) Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Contractor providing evidence of insurance covering the activities of subcontractors, or

(b) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

C. Insurance Coverage Requirements:

(1) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

(2) Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

(3) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California

or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease - policy limit: \$1 million

Disease - each employee: \$1 million

(4) Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

11. SUBCONTRACTING:

A. For purpose of this Agreement, subcontracts may be approved by Director. Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor and an explanation of why and how the

proposed subcontractor was selected, including a description of Contractor's efforts to obtain competitive bids.

(2) A description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which must be approved in writing by Director before such amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement, and the requirements of the exhibit(s) and schedule(s) attached hereto.

C. At least thirty (30) days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind

County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors.

12. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all federal, State, and local laws, ordinances, regulations, rules, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State, or local laws, ordinances, regulations, rules, or directives.

13. ENDORSEMENT: Contractor shall not, in any manner, advertise, publish or represent that County endorses the goods or services herein mentioned without the prior written consent of County. Any published document referencing County must have prior written consent of County.

14. RIGHTS IN DATA: County obtains the right to use, duplicated and disclose in whole or in part, in any manner, for any purpose whatsoever, and to authorize others to do writings, drawings, pictorial reproductions, or other graphical representations and works of a similar nature produced by

Contractor as a result of their activities supported by this Agreement. Contractor retains the right to use, duplicate and disclose in whole or in part, in any manner, for any purposes whatsoever, all writings, drawings, pictorial reproductions, or other graphical representations and works of a similar nature produced by Contractor as a result of their activities supported by this Agreement subject to the ENDORSEMENT Paragraph.

15. TRADE SECRETS: Recognizing that County has no way to safeguard trade secrets or proprietary information, Contractor shall and does hereby keep and bear County harmless from all damages, costs, and expenses by reason of any disclosure by County of trade secrets and proprietary information.

16. FORM OF BUSINESS ORGANIZATION: Contractor shall prepare and submit to Health Center's Administrative Liaison within ten (10) days following the execution of this Agreement, an affidavit, sworn to and executed by Contractor's duly constituted officers, containing the following information:

A. The form of Contractor's business organization, i.e., proprietorship, partnership, or corporation.

B. A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.

C. A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies,

materials or equipment to Contractor or in any manner does business with Contractor with respect to this Agreement.

17. ALTERATION OF TERMS: The body of this Agreement, together with the exhibits attached hereto, fully expresses all matters covered and shall constitute the total Agreement. Except as specifically provided herein, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in writing and formally adopted in the same manner as this Agreement.

18. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

19. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

20. ENTIRE AGREEMENT: The body of this Agreement including the Additional Provisions, Exhibit A, Schedule I, Exhibit B, Schedule II, and Exhibit C attached hereto shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating

to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, or schedule, between the body of this Agreement and the other above referenced documents or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

1. Exhibit A, Schedule I
2. Exhibit B, Schedule II
3. Exhibit C

21. NOTIFICATION OF AGREEMENT: Contractor shall generally inform its officers, employees, and agents who perform services referred to under this Agreement of the provisions of this Agreement with particular emphasis on the following Paragraphs, STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE, INDEPENDENT CONTRACTOR STATUS, LICENSES AND COMPLIANCE WITH APPLICABLE LAW, CONFIDENTIALITY, AND UNLAWFUL SOLICITATION.

21. CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1966: ("HIPAA"): Under this Agreement, Contractor (also known herein as "Business Associate") provides services ("Services") to County (also known herein as "Covered Entity") in which Business Associate receives, has access to, or creates, Protected Health Information and/or Electronic Protected Health Information in order to provide those Services. Covered Entity is subject to

the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 (together, the "Privacy and Security Regulations").

Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Privacy and Security Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree to the following:

A. DEFINITIONS:

(1) "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner Protected Health Information which is outside of Business Associate's internal operations or to other than its employees.

(2) "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. §

160.103. Further, Electronic Media means: (a) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (b) Transmission media used to exchange information already in electronic storage media. Transmission media includes, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile ("FAX"), and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "electronic media" draws no distinction between internal and external data, at rest (that is, in storage), as well as, during transmission.

(3) "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Further, Electronic Protected

Health Information means protected health information that is: (a) transmitted by electronic media, and (b) maintained in electronic media.

(4) "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(5) "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (a) relates to the past, present, or future, physical or mental health, or condition of an Individual; the provision of health care to an Individual, or the past, present, or future, payment for the provision of health care to an Individual; (b) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (c) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.

"Protected Health Information" includes Electronic Health Information.

(6) "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court ordered warrants; subpoenas or summons issued by a court, a grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

(7) "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an

Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

(8) "Services" has the same meaning as used in the body of this Agreement.

(9) "Use" or "Uses" means, with respect to Protected Health Information, the analysis, application, employment, examination, sharing, or utilization of such information within Business Associate's internal operations.

(10) Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

B. OBLIGATIONS OF BUSINESS ASSOCIATE:

(1) Permitted Uses and Disclosures of Protected Health Information: Business Associate:

- a. Shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in this Paragraph's Sections, B.(3), B.(4), B.(5), B.(6), B.(7), B.(8), Subparagraph, D.(3), and Subparagraph, E.(2) of this Agreement;
- b. Shall Disclose Protected Health Information to Covered Entity upon request;
- c. May, as necessary for the proper

manage-management and administration of its business or to carry out its legal responsibilities:

1) Use Protected Health Information; and

2) Disclose Protected Health Information if the Disclosure is Required By Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

(2) Adequate Safeguards for Protected Health Information: Business Associate:

a. Shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

b. Effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical

safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

(3) Reporting Non-Permitted Use or Disclosure and Security Incidents: Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its officers, employees, agents, representatives, or subcontractors, but is not specifically permitted by this Agreement, as well as, effective April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to Covered Entity's Departmental Privacy Officer at 1-(800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use, Disclosure, or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use, Disclosure, or Security Incident to the Covered Entity's Chief Privacy Officer, at: Chief Privacy Officer; Kenneth Hahn Hall of Administration; 500 West Temple Street, Suite 525; Los Angeles, California 90012.

(4) Mitigation of Harmful Effect: Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

(5) Availability of Internal Practices, Books and Records to Government Agencies: Business Associate agrees to make its internal practices, books, and records, relating to the Use and Disclosure of Protected Health Information, available to the Secretary of the federal Department of Health and Human Services ("DHHS") for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

(6) Access to Protected Health Information: Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information, specified by Covered Entity available to the Individual-dual(s)

identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

(7) Amendment of Protected Health Information: Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

(8) Accounting of Disclosures: Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its officers, employees, agents, representatives, or subcontractors. However,

Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Subparagraph B.(8) shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Subparagraph B.(8), Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Subparagraph B.(8) to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

C. OBLIGATION OF COVERED ENTITY: Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

D. TERM AND TERMINATION:

(1) Term: The term of this Paragraph, shall be the same as the term of this Agreement. Business Associate's obligations under this Paragraph's subparagraph(s) B.(1) (as modified by Subparagraph D.(2)), B.(3), B.(4), B.(5), B.(6), B.(7), B.(8), Subparagraph D.(3) and Subparagraph E.(2) shall all survive the termination or expiration of this Agreement.

(2) Termination for Cause: In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by

Covered Entity;

b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal DHHS.

(3) Disposition of Protected Health Information Upon Termination or Expiration:

a. Except as provided in Sub-subparagraph b. of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created, or received, by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of agents, representatives, or subcontractors-tractors, of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

b. In the event that Business

Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity modification-modification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement, to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

E. MISCELLANEOUS:

(1) No Third Party Beneficiaries : Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.

(2) Use of Agents, Representatives, and/or Subcontractors: Business Associate shall require each of its agents, representatives, and/or subcontractors, that receive Protected Health Information from Business Associate, or create Protected Health Information for Business

Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent, representative, and/or subcontractor to comply with all the terms of this Paragraph.

(3) Relationship to Services Agreement Provisions: In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.

(4) Regulatory References: A reference in this Paragraph to a section in the Privacy and Security Regulations means the section as currently in effect, or may hereafter be amended.

(5) Interpretation: Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.

(6) Amendment: The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

22. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be

Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent, representative, and/or subcontractor to comply with all the terms of this Paragraph.

(3) Relationship to Services Agreement Provisions: In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.

(4) Regulatory References: A reference in this Paragraph to a section in the Privacy and Security Regulations means the section as currently in effect, or may hereafter be amended.

(5) Interpretation: Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.

(6) Amendment: The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

23. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be

in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten days prior written notice thereof to the parties.

A. Notices to County shall be addressed as follows:

- (1) Department of Health Services
Immunization Program
3530 Wilshire Boulevard., Suite 700
Los Angeles, California 90010
Attention: Program Director
- (2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street,
Sixth Floor-East
Los Angeles, California 90012-2659
Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

- (1) St. John's Well Child & Family Center
5701 South Hoover Street
Los Angeles, California 90037

Attention: Executive Director

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

ST. JOHN'S WELL CHILD AND FAMILY CENTER
Contractor

By _____
Signature

Printed Name
Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM BY THE
OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and Grants
Division

AGRECD4063.KH
Kh:9/15/05

SCOPE OF WORK (FISCAL YEAR 2005-2006)

The contractor will achieve the following goals and objectives. Objectives are achieved by the following work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timeliness, and are to be documented as specified.

Agency: St. John's Well Child and Family Center - Immunization Promotora Collaborative Project

Goal: Increase immunization coverage rates by promoting timely immunizations in the Central and South Los Angeles community.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	EVALUATION/DOCUMENTATION
Increase 4-3-1-3-3 immunization rates by 5% for 2-year-old children living in 90003, 90005, 90006, 90007, 90014, 90015, 90017, 90018, 90026, 90037 and 90057.	Through Implementation of promotora immunization project. Provide free immunization services and referrals.	Ongoing Ongoing	Before and after survey abstracting immunization histories and measuring parental knowledge, attitudes, and beliefs. Database tracking number, date and type of shots given.
Increase immunization coverage rates (4-3-1-3-3) by 10% for 2-year-old patients of St. John Well Child Center.	Provide case-management services including telephone and in-home follow-up, education, immunization assessments and reminder/recall postcards to clinic patients not up-to-date. Provide free immunization services to target community.	Ongoing Ongoing	Clinic Record Audit using CASA will measure this expected increase from a baseline of 86.5% in 2004. Same as above.
Provide case-management services to 240 St. John's patients 2 years old and younger who are identified as not up-to-date on immunizations.	Assign list of children who missed immunization appointments to promotoras for case management. Mail reminder/recall postcards to families with kids not UTD. Make phone calls and home visits and provide education until child is UTD.	Ongoing Ongoing Ongoing	Demographic, immunization and follow-up data recorded in an automated immunization tracking system. Same as above. Same as above.
Enhance by 10% immunization-related knowledge, attitudes, and behaviors (KAB) of parents of 2-year-old children.	Community outreach, education, referrals, and case-management. Provide on-site education and case-management of 0-2 year old patients behind on shots.	Ongoing Ongoing	Before and after survey abstracting immunization histories and measuring parental knowledge, attitudes, and beliefs. Same as above.

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES

PUBLIC HEALTH

IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2005-2006

ST. JOHN'S WELL AND FAMILY CHILD CENTER

Date of Board Approval through JUNE 30, 2006

<u>PERSONNEL SERVICES</u>	<u>FTE</u>	<u>HRS/ % TIME</u>	<u>MONTHLY SALARY</u>	<u>APPROVED BUDGET</u>
Community Health Promoter	1	1,560	\$13.00	<u>20,280</u>
Subtotal Program Staff				20,280
Employee Benefits @			21.00%	<u>4,259</u>
TOTAL PERSONNEL SERVICES				24,539
 <u>OPERATING EXPENSES</u>				
Services and Supplies				8,679
Health Education Materials				0
Travel				500
Equipment				<u>0</u>
TOTAL OPERATING EXPENSES				9,179
 TOTAL BUDGET COSTS				 <u><u>33,718</u></u>

SCOPE OF WORK (FISCAL YEAR 2006-2007)

The contractor will achieve the following goals and objectives. Objectives are achieved by the following work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timeliness, and are to be documented as specified.

Agency: St. John's Well Child and Family Center - Immunization Promotora Collaborative Project

Goal: Increase immunization coverage rates by promoting timely immunizations in the Central and South Los Angeles community.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	EVALUATION/DOCUMENTATION
Increase 4-3-1-3-3 immunization rates by 5% for 2-year-old children living in 90003, 90005, 90006, 90007, 90011, 90015, 90017, 90018, 90026, 90037 and 90057.	Through implementation of promotora immunization project. Provide free immunization services and referrals.	Ongoing Ongoing	Before and after survey abstracting immunization histories and measuring parental knowledge, attitudes, and beliefs. Database tracking number, date and type of shots given.
Increase Immunization coverage rates (4-3-1-3-3) by 10% for 2-year-old patients of St. John Well Child and Family Center.	Provide case-management services including telephone and in-home follow-up, education, immunization assessments and reminder/recall postcards to clinic patients not up-to-date. Provide free immunization services to target community.	Ongoing Ongoing	Clinic Record Audit using CASA will measure this expected increase from a baseline of 86.5% in 2004. Same as above.
Provide case-management services to 240 St. John's patients 2 years old and younger who are identified as not up-to-date on immunizations.	Assign list of children who missed immunization appointments to promotoras for case management. Mail reminder/recall postcards to families with kids not UTD. Make phone calls and home visits and provide education until child is UTD.	Ongoing Ongoing Ongoing	Demographic, immunization and follow-up data recorded in an automated immunization tracking system. Same as above. Same as above.
Enhance by 10% immunization-related knowledge, attitudes, and behaviors (KAB) of parents of 2-year-old children.	Community outreach, education, referrals, and case-management. Provide on-site education and case-management of 0-2 year old patients behind on shots.	Ongoing Ongoing	Before and after survey abstracting immunization histories and measuring parental knowledge, attitudes, and beliefs. Same as above.

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
PUBLIC HEALTH
IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2006-2007
ST. JOHN'S WELL CHILD AND FAMILY CENTER
JULY 1, 2006 through JUNE 30, 2007

<u>PERSONNEL SERVICES</u>	<u>FTE</u>	<u>HRS/ % TIME</u>	<u>MONTHLY SALARY</u>	<u>APPROVED BUDGET</u>
Community Health Promoter	1	2,080	\$13.00	27,040
Subtotal Program Staff				27,040
Employee Benefits @			21.00%	5,678
TOTAL PERSONNEL SERVICES				32,718
 <u>OPERATING EXPENSES</u>				
Services and Supplies				500
Health Education Materials				0
Travel				500
Equipment				0
TOTAL OPERATING EXPENSES				1,000
 TOTAL BUDGET COSTS				 33,718

ADDITIONAL PROVISIONS

DEPARTMENT OF HEALTH SERVICES

SERVICES AGREEMENT

1. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director, or to authorized federal, State, County, and local governmental representatives, the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its business offices, facilities, and/or County work site areas, for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Director upon request, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information with supportive documentation:

(1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, limited liability company ("LLC"), or corporation.

(2) Articles of Incorporation and By-Laws (or articles of organization, certificate of formation, certificate of registration, and operating agreement if Contractor's organization is a LLC).

3. A detailed statement indicating whether Contractor is totally or substantially owned by another

business organization (i.e., another legal entity or parent corporation).

D. Board Minutes, or other legal documentation, identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with County. Such Board Minutes, or legal documentation, shall especially confirm that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement.

5. A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

6. If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

2. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, a statement executed by Contractor's duly constituted officers or Board of Directors,

containing the following information:

1. A detailed statement listing all sources of funding to Contractor, including but not limited to, private contributions, if any. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If, during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes.

3. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental handicap, in accordance with requirements of federal and State laws, or in any manner on the basis of a client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or

privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

In addition, Contractor's facility access for the handicapped must fully comply with section 504 of the federal Rehabilitation Act of 1973 and Title III of the federal Americans with Disabilities Act of 1990.

B. Contractor shall further establish and maintain written complaint procedures under which any person applying for or receiving any services under this Agreement may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the rendering of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Director for the purpose of presenting his or her complaint of the alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint

of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' ("SDHS") Affirmative Action Division, if appropriate. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures.

A copy of such procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

4. NONDISCRIMINATION IN EMPLOYMENT:

1. Contractor certifies and agrees, pursuant to the federal Rehabilitation Act of 1973, the federal American with Disabilities Act of 1990, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with federal and State laws. Such action shall include, but not be limited to the following:

employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

(2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

3. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract of understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political

affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

(6) If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of Agreement upon which Director may suspend, or County may determine to cancel, terminate, or suspend, this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil

Code section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal

statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director in writing, within thirty (30) calendar days, of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

8. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or other person under Contractor's control, performs services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or

other substance that might impair his/her physical or mental performance.

9. UNLAWFUL SOLICITATION: Contractor shall require all of its officers and employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees to utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

10. RECORDS AND AUDITS:

A. Service Records: Contractor shall maintain, and provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services hereunder.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with any additional accounting principles and procedures, and standards, which may from time to time be promulgated by Director. All such records shall be sufficient to substantiate all charges billed to County in the performance of this Agreement. Further, all financial records

of Contractor pertaining to this Agreement, including accurate books and records of accounts of its costs and operating expenses, and all records of services (including personnel provided), as well as other financial records pertaining to this Agreement, shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement. During such five (5) year period, as well as during the term of this Agreement, all records pertaining to this Agreement, or true and correct copies thereof, including but not limited to, those records described above, shall either: (1) be retained by Contractor, accessible for review by County representatives at a location in Los Angeles County, or (2) if retained by Contractor at a location outside of Los Angeles County, moved from such a location, to a location within Los Angeles County for review, upon Director's request, and made available during County's normal business hours, within ten (10) calendar days, to representatives of County, or federal and State governments, for purposes of inspection and audit. In the event such records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, then Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for travel, per diem, and other costs related to such inspection and audit.

Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or

through the internet (i.e., electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Federal Access to Records: If, and to the extent that, section 1861 (v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") section 1395x (v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the sub-contract, books, documents and records of the subcontractor.

D. County To Be Provided Audit Report(s): In the

event that an audit is conducted of Contractor by any federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with Director and County's Auditor-Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/ compliance review at

which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

F. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due Contractor from County. If such audit finds that County's dollar liability for

services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith to Contractor by County by cash payment.

11. REPORTS: Contractor shall make other reports as required by County, or DHS, concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however may County, or DHS, require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

12. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information including, but not limited to, billings, County records, and client/patient records, in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, and others providing services hereunder of said confidentiality provisions of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, subcontractors, and others providing services hereunder.

13. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND

CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by all applicable federal, State, and local laws, regulations, guidelines and directives, for the operation of its business and for the provisions of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder, obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local laws, regulations, guidelines and directives, which are applicable to their performance hereunder. Upon Director's written request Contractor shall provide Director with a copy of each license, permit, registration, accreditation, and certificate, as required by all applicable federal, State, and local laws, regulations, guidelines and directives, within ten (10) calendar days thereafter.

14. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its officers and employees

all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes, or other compensation, benefits, or taxes to, or on behalf of, any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

(4) Acknowledgment that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor performing services under this Agreement and shall be filed with the County's Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010. The form and content of such acknowledgment shall be substantially similar to Exhibit C, attached hereto and incorporated herein by reference.

15. REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC"): Contractor shall notify its employees, and shall require that each of its subcontractors notify its

employees, to inform them that they may be eligible for claiming federal EIC as allowed under the federal income tax laws. Such notification shall be provided in accordance with the requirements as set forth in the Department of Treasury Internal Revenue Service's ("IRS") Notice 1015; copies of which, are available from the IRS Forms Distribution Center, by calling 1-(800)-829-3676.

16. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 U.S.C. section 653a) and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for

Child or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's CSSD shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to the Termination for Default Paragraph of this Agreement.

C. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s ("Los Angeles'") Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's CSSD will supply Contractor with the poster to be used.

17. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN")

PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's DPSS GAIN Program, who meet Contractor's minimum qualifications for the open position. The DPSS will refer GAIN participants by job category to the Contractor.

18. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Agreement.

19. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the location(s) where Contractor provides services under this Agreement, is/are operated at all times in accordance with all County and local community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to

Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

20. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgement against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor.

County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports:

Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety calendar days (90) following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody:

Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody:

Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render

all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

21. RETURN OF COUNTY MATERIALS: At expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

22. USE OF RECYCLED-CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

23. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall within two

(2) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

24. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement:

If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by section 319, Public Law 101-121 (31 U.S.C. section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which Director may suspend or County may immediately terminate this Agreement.

25. CONFLICT OF INTEREST:

A. No County officer or employee whose position in County enables such officer or employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer

or employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement. No officer, employee, agent, or subcontractor of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval process for the award of this Agreement or any competing agreement, or ongoing evaluation of such services, under this Agreement or any competing agreement, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved, or implicated, and a complete description of all relevant circumstances.

26. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent(s), will be allowed to evaluate Contractor's performance (including the performance of any party providing services on behalf of Contractor) under this Agreement as may be required from time-to-time for quality assurance purposes, but not less than on an annual basis. Such an evaluation will include, but not be

limited to, assessing Contractor's compliance with all Agreement terms and performance standards. Any Contractor deficiencies or actions which are found to be in non-compliance with such terms and performance standards which Director determines are severe, or continuing, and that may place the performance of this Agreement in jeopardy if not corrected, will be immediately reported to County's Board of Supervisors by Director. The report will include a description of the quality improvement and/or corrective action measures to be taken by County and Contractor. If Contractor's performance does not improve after the initiation of such quality improvement and/or corrective actions, then County may impose other penalties as may be specified in this Agreement, or may terminate this Agreement immediately.

27. TERMINATION FOR INSOLVENCY AND DEFAULT:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services

similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

28. Termination For Improper Considerations: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or considerations in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services,

the provision of travel or entertainment, or other tangible gifts.)

29. Termination For Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time-to-time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a ten (30) calendar days advance written Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- (1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

- (2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in

respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement is reached under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence, shall be retained by Contractor and made available to County upon Director's request in accordance with the provisions described under Paragraph 10, Records and Audits hereinabove, and/or within ten (10) calendar days, during County's normal business hours, to representatives of County for purposes of inspection and/or audit.

30. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which

Director may suspend or County may immediately terminate this Agreement.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of contract with the County or a nonprofit corporation created by the County, other contract with County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any public entity, or a nonprofit corporation engaged created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack

of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. County's Contractor Hearing Board will conduct a hearing where evidence on proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

G. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (45 C.F.R. Part 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

H. These terms shall also apply to any subcontractors/

subconsultants] of County Contractors.

32. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its DHS shall make the determination to solicit bids or request proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

33. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that the venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in

Los Angeles County, California.

34. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

35. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

36. RULES AND REGULATIONS: During the time that Contractor's employees or agents are at County facilities, such persons shall be subject to the rules and regulations of such County premises. It is the responsibility of Contractor to acquaint its employees who are to provide services hereunder with such rules and regulations. Contractor shall permanently withdraw any of its employees from the provision of services hereunder upon receipt of written notice from Director that: (1) such employee has violated such rules or regulations, or (2) such employee's actions, while on County premises, indicate that such employee may adversely affect the delivery of services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

37. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by

County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

38. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

39. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or

cancellation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

40. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, that County has, or intends to enter into, contracts with other providers of such services, and that County reserves the right to itself perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.

41. CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may

provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For the purposes of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described herein above: "Contractor" means a person, partnership, corporation or any other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one (1) or more County contracts or subcontracts; "employee" means any California resident who is a full time employee of Contractor; and "full time" shall mean forty (40) hours or more per week, or lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of Jury Service Program. If Contractor uses any subcontractor to perform services for the County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program when this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement term and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

(4) Contractor's violation of this Section of the contract may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

42. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING

EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for the payment of any monies, or

reimbursements of any kind whatsoever, for any service provided by Contractor after the expiration or (other) termination of this Agreement, even if Contractor's provision of such services were requested by County directly. Should Contractor receive any such payment, it shall immediately notify County and shall repay or return all such funds or reimbursements to County within a reasonable amount of time. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or (other) termination of this Agreement.

43. SAFELY SURRENDERED BABY LAW LANGUAGE:

A. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit E of this contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all Contractors to voluntarily post

the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

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EXHIBIT C

EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER

I understand that _____, is my sole employer for purposes of this employment.

I rely exclusively upon _____, for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, _____, and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: _____

DATE: _____

NAME: _____
Print

Copy must be forwarded by CONTRACTOR to County's Chief Administrative Office, Department of Human Resources, Health, Safety, and Disability Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010.

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Contract No. _____

**IMMUNIZATION AFRICAN-AMERICAN COLLABORATIVE PROJECT
SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day
of _____, 2005,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

INMED/MOTHERNET L.A.
(hereafter "Contractor").

WHEREAS, in connection with its participation in the State of California's Immunization Program, County's Department of Health Services (hereafter "DHS") has established an Immunization AFRICIAN-AMERICAN COLLABORATIVE PROJECT (hereafter "Project"), the objective of which is to train and coordinate the involvement of participating women and mothers in immunization assessment and referral activities in project areas of Los Angeles; and

WHEREAS, the Project provides for education, outreach, referral, and evaluation of outcome of changes in immunization rates among African Americans by promoting timely immunizations in South Los Angeles communities; and

WHEREAS, County's Director of Health Services has determined that the immunization education, outreach, and referral activities of by community-based clinics/organizations are needed and that the services are professional and temporary; and

WHEREAS, the term "Director" as used herein refers to County's Director of DHS, or his authorized designee (hereafter

jointly referred to as "Director"); and

WHEREAS, Contractor possesses the competence, expertise, facilities, and personnel to provide immunization project services hereunder; and

WHEREAS, this Agreement is authorized by California Government Code Sections 26227 and 53703 and otherwise.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: This Agreement shall commence on the date of approval by County's Board of Supervisors ("Board") and shall remain in full force and effect to, and including, June 30, 2006. This agreement shall be thereafter automatically renewed for an additional twelve (12) months, effective July 1, 2006 through June 30, 2007, subject to the availability of State funding to County. If such State funding is not forthcoming, this Agreement shall terminate June 30, 2006.

If for any reason the State grant which funds this Agreement is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing. This Agreement may be terminated at anytime by either party upon the giving of thirty (30) days written notice to the other party. Additionally, County may terminate this Agreement in accordance with the Paragraphs 16, 27, 28, and 29 of the ADDITIONAL PROVISIONS hereunder.

Director may also suspend the performance of services hereunder, in whole or in part, effective upon Contractor's

receipt of County's written notice. County's notice shall set forth the reasons for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds, for this Agreement in County's Budget for each fiscal year. If County's Board of Supervisor's fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, agents, or employees to comply with any of the terms of this Agreement shall constitute a material breach hereof and the Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. DESCRIPTION OF SERVICES: Contractor shall provide services to County in the manner and form as described in the body of this Agreement and in Exhibits A, and B, Scopes of Work attached hereto and incorporated herein by reference.

3. MAXIMUM OBLIGATION OF COUNTY: Upon the effective date of

this agreement through June 30, 2006, the maximum obligation of County for Contractor's performance hereunder is Fifty-Six Thousand Seven Hundred Sixty-Six Dollars (\$56,766), as set forth in Exhibit A, Schedule I, Budget, attached hereto and incorporated herein by reference.

If this Agreement is renewed for the period July 1, 2006 through June 30, 2007, the maximum obligation of County for Contractor's performance hereunder is Fifty-Six Thousand Seven Hundred Sixty-Six Dollars (\$56,766), as set forth in Exhibit B, Schedule II, Budget, attached hereto and incorporated herein by reference.

Contractor shall use such funds only to pay for Expenditure Categories (i.e., Personnel Services, Operating Expenses, and Indirect Costs), as set forth in Exhibit A, Schedule I, and Exhibit B, Schedule II, attached hereto, and only to the extent that such funds are reimbursable to County under the State Agreement Number 05-45410.

Contractor may reallocate up to ten percent (10%) of any amount in any expenditure category to any other expenditure category. Director may authorize Contractor to exceed any expenditure category beyond the ten percent (10%) reallocation providing County's maximum obligation shall not exceed that provided herein, and provided further that Contractor submits a written request and justification to the Director for any reallocation in excess of ten percent (10%) and obtains Director's prior written approval. Expenditure category amounts

are those set forth in Exhibit A, Schedule I, and Exhibit B, Schedule II, as the total funding for Personnel Services and Operating Expenses.

4. BILLING AND PAYMENT: County shall compensate Contractor for actual reimbursable net costs incurred by Contractor in performing services hereunder.

A. County agrees to compensate Contractor in accordance with Exhibit A, Schedule I, Budget, and Exhibit B, Schedule II, Budget attached hereto and incorporated herein by reference.

B. Contractor shall bill County monthly in arrears. Contractor shall submit all invoices in duplicate and clearly reflect all required information as specified on such forms as may be furnished or required by County. Such invoices shall detail actual reimbursement costs incurred by Contractor in accordance with Exhibit A, Schedule I, Budget, and Exhibit B, Schedule II, Budget, attached hereto. Each original invoice shall be approved and signed by Contractor's duly authorized designee. Original invoices shall be submitted to: (1) DHS, Public Health Immunization Program; 3530 Wilshire Boulevard, Suite 700; Los Angeles, California 90010; Attention: Director/Deputy Director, with duplicate invoice to: (1) Public Health Financial Management; 5555 Ferguson Drive, 1st Floor; City of Commerce, California 90022; Attention: Grants Management Unit; no later than fifteen (15) days after the end of each

calendar month. After receipt of a correct and accurate billing, County shall pay Contractor in accordance with its customary accounts payable procedures.

C. County Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that actual reimbursable net costs for any services furnished hereunder are lower than the payments made thereof by County, and/or if it is determined by such audit that any payments made by County for a particular service is for costs which are not reimbursable pursuant to provisions of this Agreement, then the difference shall be repaid by Contractor immediately upon County's demand.

(2) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the allowable costs of services furnished hereunder are higher than the payments made by County, then the difference may be paid to Contractor.

D. In no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts or grants.

E. In no event shall County be required to pay Contractor more for all services provided hereunder than the

maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement.

F. Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County unless such expense is approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

G. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for any succeeding month or months for reports or data not delivered in a complete and correct form for any given month.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the exhibits(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this

Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any succeeding month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such services is delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by an audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

H. Contractor agrees to reimburse County for any Federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

5. BUDGET REDUCTIONS: In the event that County's Board of Supervisors adopts a County Budget during any County fiscal year this Agreement is in effect, which provides for reductions in salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce this payment obligation correspondingly for such fiscal year for services provided by Contractor under this Agreement. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) days of the Board's approval of such actions. Contractor shall continue to provide all of the services set forth in the Agreement.

6. NON-APPROPRIATION OF FUNDS CONDITION: Notwithstanding any other provisions of this Agreement, it shall be effective and binding upon the parties only in the event that funds for the purpose hereof during any County current fiscal year (July 1 - June 30) this Agreement is in effect, are appropriated by County's Board of Supervisors.

Further, County shall not be obligated for services hereunder performed during any of County's' future fiscal years unless and until County's Board of Supervisors appropriates funds for services hereunder in County's Budget for each such future fiscal year.

7. OBJECTIVE: In order to assist the County/State/Federal governments in the objective to vaccinate ninety percent (90%) of children by the year 2010 with one (1) dose of measles,

mumps, and rubella vaccine (MMR), three (3) doses of oral polio vaccine ("OPV"), at least three (3) doses of diphtheria, tetanus, and pertussis vaccine ("DTP"), at least (3) three doses of Haemophilus Influenzas Type b vaccine ("Hib"), and three (3) doses of Hepatitis B vaccine as of their second birthday, Contractor agrees to provide the following activities:

A. To follow the "Standards For Pediatric Immunization Practices" as promulgated by the United States Public Health Service Advisory Committee on Immunization Practices and the American Academy of Pediatrics.

B. To expand immunization services by including additional clinic days and hours per week for immunization services.

C. To implement and/or maintain an immunization tracking system (reminder/recall) to ensure that the families of infants and toddlers (preschool-age children, under age four years) served by Contractor are notified of immunizations due or past due.

D. To implement special outreach activities with other public and private agencies which serve preschool-age children and actively participate in local immunization health education and promotional campaigns.

E. To conduct a clinic immunization record audit of a sample of children (twenty four [24] months to thirty five [35] months old) who are served by the clinic during the Agreement period. The sampling technique and immunization

clinic record methodology must be compatible with the methodology which is available and will be supplied by the Immunization Branch of the California Department of Health Services.

8. OTHER REQUIREMENTS:

Contractor agrees to the following additional requirements:

A. During this contract/agreement period, to onsite clinic visits by public health department representatives (Federal, State, and/or local) to discuss the progress achieved in the implementation and maintenance of the aforementioned activities ("A through E").

B. In accordance with the guidelines and format provided by the California Department of Health Services Immunization Branch and local health department, to submit, through his/her Immunization Branch District Field Representative or local health department Immunization Coordinator, by the 15th of the month following the end of each quarter, a written quarterly report of progress and activities. In addition to the written report the Contractor and Project Liaison, or his designee, may meet and discuss the above matters in person with the subcontractor.

C. To provide the necessary financial or immunization programmatic reports required by the local health department or non-profit fiscal agent and California Department of

Health Services.

9. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are appropriated from federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Assistant Director of Health Services, Administrative and Financial Services. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed fifteen percent (15%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer. If the increase or decrease exceeds fifteen percent (15%) of the applicable County maximum obligation, approval by the County's Board of Supervisors shall be required. Any such changes in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to Paragraph 17

(ALTERATION OF TERMS).

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, the Director or County's Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor

and to County's Chief Administrative Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to Paragraph 17 (ALTERATION OF TERMS).

10. INDEMNIFICATION AND INSURANCE:

A. Indemnification: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

B. General Insurance Requirements: Without limiting Contractor's indemnification of County, and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

(1) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be

delivered to Department Contract Administrator Name and Address prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverages required in this Agreement.

(c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.

(e) identify any deductibles or self-insured retention for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retention as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or

both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(2) Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

(3) Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

(4) Notification of Incidents, Claims or Suits:

Contractor shall report to County:

(a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against

Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(b) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(c) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County contract manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

(5) Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

(6) Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Contractor providing evidence of insurance covering the activities of subcontractors, or

(b) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

C. Insurance Coverage Requirements:

(1) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

(2) Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

(3) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California

or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

(4) Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

11. SUBCONTRACTING:

A. For purpose of this Agreement, subcontracts may be approved by Director. Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor and an explanation of why and how the

proposed subcontractor was selected, including a description of Contractor's efforts to obtain competitive bids.

(2) A description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which must be approved in writing by Director before such amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement, and the requirements of the exhibit(s) and schedule(s) attached hereto.

C. At least thirty (30) days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind

County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors.

12. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all federal, State, and local laws, ordinances, regulations, rules, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State, or local laws, ordinances, regulations, rules, or directives.

13. ENDORSEMENT: Contractor shall not, in any manner, advertise, publish or represent that County endorses the goods or services herein mentioned without the prior written consent of County. Any published document referencing County must have prior written consent of County.

14. RIGHTS IN DATA: County obtains the right to use, duplicated and disclose in whole or in part, in any manner, for any purpose whatsoever, and to authorize others to do writings, drawings, pictorial reproductions, or other graphical representations and works of a similar nature produced by

Contractor as a result of their activities supported by this Agreement. Contractor retains the right to use, duplicate and disclose in whole or in part, in any manner, for any purposes whatsoever, all writings, drawings, pictorial reproductions, or other graphical representations and works of a similar nature produced by Contractor as a result of their activities supported by this Agreement subject to the ENDORSEMENT Paragraph.

15. TRADE SECRETS: Recognizing that County has no way to safeguard trade secrets or proprietary information, Contractor shall and does hereby keep and bear County harmless from all damages, costs, and expenses by reason of any disclosure by County of trade secrets and proprietary information.

16. FORM OF BUSINESS ORGANIZATION: Contractor shall prepare and submit to Health Center's Administrative Liaison within ten (10) days following the execution of this Agreement, an affidavit, sworn to and executed by Contractor's duly constituted officers, containing the following information:

A. The form of Contractor's business organization, i.e., proprietorship, partnership, or corporation.

B. A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.

C. A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies,

materials or equipment to Contractor or in any manner does business with Contractor with respect to this Agreement.

17. ALTERATION OF TERMS: The body of this Agreement, together with the exhibits attached hereto, fully expresses all matters covered and shall constitute the total Agreement. Except as specifically provided herein, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in writing and formally adopted in the same manner as this Agreement.

18. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

19. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

20. ENTIRE AGREEMENT: The body of this Agreement including the Additional Provisions, Exhibit A, Schedule I, Exhibit B, Schedule II, and Exhibit C attached hereto shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating

to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, or schedule, between the body of this Agreement and the other above referenced documents or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

1. Exhibit A, Schedule I
2. Exhibit B, Schedule II
3. Exhibit C

21. NOTIFICATION OF AGREEMENT: Contractor shall generally inform its officers, employees, and agents who perform services referred to under this Agreement of the provisions of this Agreement with particular emphasis on the following Paragraphs, STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE, INDEPENDENT CONTRACTOR STATUS, LICENSES AND COMPLIANCE WITH APPLICABLE LAW, CONFIDENTIALITY, AND UNLAWFUL SOLICITATION.

22. CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1966: ("HIPAA"): Under this Agreement, Contractor (also known herein as "Business Associate") provides services ("Services") to County (also known herein as "Covered Entity") in which Business Associate receives, has access to, or creates, Protected Health Information and/or Electronic Protected Health Information in order to provide those Services. Covered Entity is subject to

the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 (together, the "Privacy and Security Regulations").

Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Privacy and Security Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree to the following:

A. DEFINITIONS:

(1) "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner Protected Health Information which is outside of Business Associate's internal operations or to other than its employees.

(2) "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. §

160.103. Further, Electronic Media means: (a) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (b) Transmission media used to exchange information already in electronic storage media. Transmission media includes, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile ("FAX"), and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "electronic media" draws no distinction between internal and external data, at rest (that is, in storage), as well as, during transmission.

(3) "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Further, Electronic Protected

Health Information means protected health information that is: (a) transmitted by electronic media, and (b) maintained in electronic media.

(4) "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(5) "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (a) relates to the past, present, or future, physical or mental health, or condition of an Individual; the provision of health care to an Individual, or the past, present, or future, payment for the provision of health care to an Individual; (b) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (c) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.

"Protected Health Information" includes Electronic Health Information.

(6) "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court ordered warrants; subpoenas or summons issued by a court, a grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

(7) "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an

Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

(8) "Services" has the same meaning as used in the body of this Agreement.

(9) "Use" or "Uses" means, with respect to Protected Health Information, the analysis, application, employment, examination, sharing, or utilization of such information within Business Associate's internal operations.

(10) Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

B. OBLIGATIONS OF BUSINESS ASSOCIATE:

(1) Permitted Uses and Disclosures of Protected Health Information: Business Associate:

a. Shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in this Paragraph's Sections, B.(3), B.(4), B.(5), B.(6), B.(7), B.(8), Subparagraph, D.(3), and Subparagraph, E.(2) of this Agreement;

b. Shall Disclose Protected Health Information to Covered Entity upon request;

c. May, as necessary for the proper

manage-management and administration of its business or to carry out its legal responsibilities:

1) Use Protected Health Information; and

2) Disclose Protected Health Information if the Disclosure is Required By Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

(2) Adequate Safeguards for Protected Health Information: Business Associate:

a. Shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

b. Effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical

safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

(3) Reporting Non-Permitted Use or Disclosure and Security Incidents: Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its officers, employees, agents, representatives, or subcontractors, but is not specifically permitted by this Agreement, as well as, effective April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to Covered Entity's Departmental Privacy Officer at 1-(800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use, Disclosure, or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use, Disclosure, or Security Incident to the Covered Entity's Chief Privacy Officer, at: Chief Privacy Officer; Kenneth Hahn Hall of Administration; 500 West Temple Street, Suite 525; Los Angeles, California 90012.

(4) Mitigation of Harmful Effect: Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

(5) Availability of Internal Practices, Books and Records to Government Agencies: Business Associate agrees to make its internal practices, books, and records, relating to the Use and Disclosure of Protected Health Information, available to the Secretary of the federal Department of Health and Human Services ("DHHS") for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

(6) Access to Protected Health Information: Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information, specified by Covered Entity available to the Individual-dual(s)

identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

(7) Amendment of Protected Health Information: Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

(8) Accounting of Disclosures: Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its officers, employees, agents, representatives, or subcontractors. However,

Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Subparagraph B.(8) shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Subparagraph B.(8), Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Subparagraph B.(8) to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

C. OBLIGATION OF COVERED ENTITY: Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

D. TERM AND TERMINATION:

(1) Term: The term of this Paragraph, shall be the same as the term of this Agreement. Business Associate's obligations under this Paragraph's subparagraph(s) B.(1) (as modified by Subparagraph D.(2)), B.(3), B.(4), B.(5), B.(6), B.(7), B.(8), Subparagraph D.(3) and Subparagraph E.(2) shall all survive the termination or expiration of this Agreement.

(2) Termination for Cause: In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by

Covered Entity;

b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal DHHS.

(3) Disposition of Protected Health Information Upon Termination or Expiration:

a. Except as provided in Sub-subparagraph b. of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created, or received, by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of agents, representatives, or subcontractors-tractors, of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

b. In the event that Business

Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity modification-modification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement, to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

E. MISCELLANEOUS:

(1) No Third Party Beneficiaries: Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.

(2) Use of Agents, Representatives, and/or Subcontractors: Business Associate shall require each of its agents, representatives, and/or subcontractors, that receive Protected Health Information from Business Associate, or create Protected Health Information for Business

Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent, representative, and/or subcontractor to comply with all the terms of this Paragraph.

(3) Relationship to Services Agreement Provisions: In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.

(4) Regulatory References: A reference in this Paragraph to a section in the Privacy and Security Regulations means the section as currently in effect, or may hereafter be amended.

(5) Interpretation: Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.

(6) Amendment: The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

23. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be

in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten days prior written notice thereof to the parties.

A. Notices to County shall be addressed as follows:

- (1) Department of Health Services
Immunization Program
3530 Wilshire Boulevard., Suite 700
Los Angeles, California 90010
Attention: Program Director
- (2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street,
Sixth Floor-East
Los Angeles, California 90012-2659
Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

- (1) InMed/MotherNet L.A.
409 East Palmer Street
Compton, California 90221

Attention: Executive Director

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

INMED/MOTHERNET L.A.
Contractor

By _____
Signature

Printed Name
Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM BY THE
OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and Grants
Division

AGRECD4069.KH
Kh:9/15/05

AFRICAN AMERICAN IMMUNIZATION COLLABORATIVE PROJECT SCOPE OF WORK (FISCAL YEAR 2005-2006)

The contractor will achieve the following goals and objectives. Objectives are achieved by the following work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Agency: INMED/MotherNet L.A.

Goal: Increase immunization coverage rates among African Americans by promoting timely immunization in South Los Angeles communities.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	EVALUATION/DOCUMENTATION
Provide case-management services to 100 patients ages 0-24 months at Watts Healthcare who are not up-to-date.	Immunization Care Coordinators (ICCs) at MNLA to case-manage Spanish-speaking patients referred by ICCs at Watts Healthcare Corporation. ICC to send reminder/recall mailers, make phone calls, and provide one-on-one education to patients behind on shots.	Ongoing Ongoing	Demographic, immunization history, and follow-up activities recorded in an internal database. Same as above
Provide case-management services to 100 patients, ages 0-24 months, at St. John's Well Child and Family Center who are not up-to-date.	Immunization Care Coordinators (ICCs) at MNLA to case-manage Spanish-speaking patients referred by ICCs at St. John's Well Child Center. ICC to send reminder/recall mailers, make phone calls, and provide one-on-one education to patients behind on shots.	Ongoing Ongoing	Demographic, immunization history, and follow-up activities recorded in an internal database. Same as above
Train providers and medical staff of public health clinics and local clinics on immunization related topics.	Conduct annual trainings about immunization myths and misperceptions, cultural competency, and customer service.	Ongoing	Pre- and post-tests given to participants to measure change in knowledge and understanding of topics.
Increase immunization coverage rates (4:3:1:3:3) by 1.6% points (5% over three years) from baseline for African American 2-year-old children living in the target area.	Provide immunization care coordination for African American children ages 0-24 months, provider training on cultural competency and immunization to myths, and one-on-one immunization education to African American parents of young children.	Ongoing	Before and after surveys, abstracting immunization history, to be conducted with parents of young children at provider clinics in SPA 6. All survey data to be entered into an internal database.

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
PUBLIC HEALTH
IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2005-2006
INMED/MOTHERNET LA

Date of Board Approval through JUNE 30, 2006

<u>PERSONNEL SERVICES</u>	<u>FTE</u>	<u>HRS/</u> <u>% TIME</u>	<u>MONTHLY</u> <u>SALARY</u>	<u>APPROVED</u> <u>BUDGET</u>
Collaborative Coordinator	1	75	\$20.00	1,500
Executive Director	1	84	\$31.25	2,625
Iz Care Coordinator	1	1,560	\$15.00	23,400
Subtotal Program Staff				27,525
Employee Benefits @			35.00%	8,934
TOTAL PERSONNEL SERVICES				36,459
 <u>OPERATING EXPENSES</u>				
Services and Supplies				16,307
Health Education Materials				3,000
Travel				1,000
Equipment				0
TOTAL OPERATING EXPENSES				20,307
 TOTAL BUDGET COSTS				 56,766

AFRICAN AMERICAN IMMUNIZATION COLLABORATIVE PROJECT SCOPE OF WORK (FISCAL YEAR 2006-2007)

The contractor will achieve the following goals and objectives. Objectives are achieved by the following work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Agency: INMED/MotherNet L.A.

Goal: Increase immunization coverage rates among African Americans by promoting timely immunization in South Los Angeles communities.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	EVALUATION/DOCUMENTATION
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Increase immunization coverage rates (4:3:1:3:3) by 1.6% points (5% over three years) from baseline for African American 2-year-old children living in the target area.	Provide immunization care coordination for African American children ages 0-24 months, provider training on cultural competency and immunization myths, and one-on-one immunization education to African American parents of young children.	Ongoing	Before and after surveys, abstracting immunization history, to be conducted with parents of young children at provider clinics in SPA 6. All survey data to be entered into an internal database.

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
PUBLIC HEALTH
IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2006-2007
INMED/MOTHERNET LA
JULY 1, 2006 through JUNE 30, 2007

<u>PERSONNEL SERVICES</u>	<u>FTE</u>	<u>HRS/</u> <u>% TIME</u>	<u>MONTHLY</u> <u>SALARY</u>	<u>APPROVED</u> <u>BUDGET</u>
Collaborative Coordinator	1	100	\$20.00	2,000
Executive Director	1	112	\$31.25	3,500
Iz Care Coordinator	1	2,080	\$15.00	31,200
Subtotal Program Staff				36,700
Employee Benefits @			35.00%	12,145
TOTAL PERSONNEL SERVICES				48,845
 <u>OPERATING EXPENSES</u>				
Services and Supplies				3,921
Health Education Materials				3,000
Travel				1,000
Equipment				0
TOTAL OPERATING EXPENSES				7,921
 TOTAL BUDGET COSTS				 56,766

ADDITIONAL PROVISIONS

DEPARTMENT OF HEALTH SERVICES

SERVICES AGREEMENT

1. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director, or to authorized federal, State, County, and local governmental representatives, the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its business offices, facilities, and/or County work site areas, for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Director upon request, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information with supportive documentation:

(1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, limited liability company ("LLC"), or corporation.

(2) Articles of Incorporation and By-Laws (or articles of organization, certificate of formation, certificate of registration, and operating agreement if Contractor's organization is a LLC).

3. A detailed statement indicating whether Contractor is totally or substantially owned by another

business organization (i.e., another legal entity or parent corporation).

D. Board Minutes, or other legal documentation, identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with County. Such Board Minutes, or legal documentation, shall especially confirm that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement.

5. A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

6. If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

2. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, a statement executed by Contractor's duly constituted officers or Board of Directors,

containing the following information:

1. A detailed statement listing all sources of funding to Contractor, including but not limited to, private contributions, if any. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If, during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes.

3. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental handicap, in accordance with requirements of federal and State laws, or in any manner on the basis of a client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or

privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

In addition, Contractor's facility access for the handicapped must fully comply with section 504 of the federal Rehabilitation Act of 1973 and Title III of the federal Americans with Disabilities Act of 1990.

B. Contractor shall further establish and maintain written complaint procedures under which any person applying for or receiving any services under this Agreement may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the rendering of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Director for the purpose of presenting his or her complaint of the alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint

of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' ("SDHS") Affirmative Action Division, if appropriate. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures.

A copy of such procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

4. NONDISCRIMINATION IN EMPLOYMENT:

1. Contractor certifies and agrees, pursuant to the federal Rehabilitation Act of 1973, the federal American with Disabilities Act of 1990, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with federal and State laws. Such action shall include, but not be limited to the following:

employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

(2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

3. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract of understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political

affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

(6) If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of Agreement upon which Director may suspend, or County may determine to cancel, terminate, or suspend, this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil

Code section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal

statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director in writing, within thirty (30) calendar days, of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

8. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or other person under Contractor's control, performs services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or

other substance that might impair his/her physical or mental performance.

9. UNLAWFUL SOLICITATION: Contractor shall require all of its officers and employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees to utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

10. RECORDS AND AUDITS:

A. Service Records: Contractor shall maintain, and provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services hereunder.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with any additional accounting principles and procedures, and standards, which may from time to time be promulgated by Director. All such records shall be sufficient to substantiate all charges billed to County in the performance of this Agreement. Further, all financial records

of Contractor pertaining to this Agreement, including accurate books and records of accounts of its costs and operating expenses, and all records of services (including personnel provided), as well as other financial records pertaining to this Agreement, shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement. During such five (5) year period, as well as during the term of this Agreement, all records pertaining to this Agreement, or true and correct copies thereof, including but not limited to, those records described above, shall either: (1) be retained by Contractor, accessible for review by County representatives at a location in Los Angeles County, or (2) if retained by Contractor at a location outside of Los Angeles County, moved from such a location, to a location within Los Angeles County for review, upon Director's request, and made available during County's normal business hours, within ten (10) calendar days, to representatives of County, or federal and State governments, for purposes of inspection and audit. In the event such records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, then Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for travel, per diem, and other costs related to such inspection and audit.

Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or

through the internet (i.e., electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Federal Access to Records: If, and to the extent that, section 1861 (v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") section 1395x (v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the sub-contract, books, documents and records of the subcontractor.

D. County To Be Provided Audit Report(s): In the

event that an audit is conducted of Contractor by any federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with Director and County's Auditor-Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/ compliance review at

which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

F. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due Contractor from County. If such audit finds that County's dollar liability for

services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith to Contractor by County by cash payment.

11. REPORTS: Contractor shall make other reports as required by County, or DHS, concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however may County, or DHS, require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

12. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information including, but not limited to, billings, County records, and client/patient records, in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, and others providing services hereunder of said confidentiality provisions of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, subcontractors, and others providing services hereunder.

13. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND

CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by all applicable federal, State, and local laws, regulations, guidelines and directives, for the operation of its business and for the provisions of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder, obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local laws, regulations, guidelines and directives, which are applicable to their performance hereunder. Upon Director's written request Contractor shall provide Director with a copy of each license, permit, registration, accreditation, and certificate, as required by all applicable federal, State, and local laws, regulations, guidelines and directives, within ten (10) calendar days thereafter.

14. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its officers and employees

all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes, or other compensation, benefits, or taxes to, or on behalf of, any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

(4) Acknowledgment that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor performing services under this Agreement and shall be filed with the County's Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010. The form and content of such acknowledgment shall be substantially similar to Exhibit C, attached hereto and incorporated herein by reference.

15. REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC"): Contractor shall notify its employees, and shall require that each of its subcontractors notify its

employees, to inform them that they may be eligible for claiming federal EIC as allowed under the federal income tax laws. Such notification shall be provided in accordance with the requirements as set forth in the Department of Treasury Internal Revenue Service's ("IRS") Notice 1015; copies of which, are available from the IRS Forms Distribution Center, by calling 1-(800)-829-3676.

16. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 U.S.C. section 653a) and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department("CSSD") Notices of Wage and Earnings Assignment for

Child or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's CSSD shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to the Termination for Default Paragraph of this Agreement.

C. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s ("Los Angeles'") Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's CSSD will supply Contractor with the poster to be used.

17. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN")

PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's DPSS GAIN Program, who meet Contractor's minimum qualifications for the open position. The DPSS will refer GAIN participants by job category to the Contractor.

18. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Agreement.

19. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the location(s) where Contractor provides services under this Agreement, is/are operated at all times in accordance with all County and local community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to

Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

20. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgement against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor.

County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports:

Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety calendar days (90) following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody:

Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody:

Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render

all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

21. RETURN OF COUNTY MATERIALS: At expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

22. USE OF RECYCLED-CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

23. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall within two

(2) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

24. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement:

If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by section 319, Public Law 101-121 (31 U.S.C. section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which Director may suspend or County may immediately terminate this Agreement.

25. CONFLICT OF INTEREST:

A. No County officer or employee whose position in County enables such officer or employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer

or employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement. No officer, employee, agent, or subcontractor of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval process for the award of this Agreement or any competing agreement, or ongoing evaluation of such services, under this Agreement or any competing agreement, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved, or implicated, and a complete description of all relevant circumstances.

26. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent(s), will be allowed to evaluate Contractor's performance (including the performance of any party providing services on behalf of Contractor) under this Agreement as may be required from time-to-time for quality assurance purposes, but not less than on an annual basis. Such an evaluation will include, but not be

limited to, assessing Contractor's compliance with all Agreement terms and performance standards. Any Contractor deficiencies or actions which are found to be in non-compliance with such terms and performance standards which Director determines are severe, or continuing, and that may place the performance of this Agreement in jeopardy if not corrected, will be immediately reported to County's Board of Supervisors by Director. The report will include a description of the quality improvement and/or corrective action measures to be taken by County and Contractor. If Contractor's performance does not improve after the initiation of such quality improvement and/or corrective actions, then County may impose other penalties as may be specified in this Agreement, or may terminate this Agreement immediately.

27. TERMINATION FOR INSOLVENCY AND DEFAULT:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services

similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

28. Termination For Improper Considerations: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or considerations in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services,

the provision of travel or entertainment, or other tangible gifts.)

29. Termination For Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time-to-time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a ten (30) calendar days advance written Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

(1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

(2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in

respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement is reached under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence, shall be retained by Contractor and made available to County upon Director's request in accordance with the provisions described under Paragraph 10, Records and Audits hereinabove, and/or within ten (10) calendar days, during County's normal business hours, to representatives of County for purposes of inspection and/or audit.

30. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which

Director may suspend or County may immediately terminate this Agreement.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of contract with the County or a nonprofit corporation created by the County, other contract with County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any public entity, or a nonprofit corporation engaged created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack

of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. County's Contractor Hearing Board will conduct a hearing where evidence on proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

G. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (45 C.F.R. Part 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

H. These terms shall also apply to any subcontractors/

subconsultants] of County Contractors.

32. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its DHS shall make the determination to solicit bids or request proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

33. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that the venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in

Los Angeles County, California.

34. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

35. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

36. RULES AND REGULATIONS: During the time that Contractor's employees or agents are at County facilities, such persons shall be subject to the rules and regulations of such County premises. It is the responsibility of Contractor to acquaint its employees who are to provide services hereunder with such rules and regulations. Contractor shall permanently withdraw any of its employees from the provision of services hereunder upon receipt of written notice from Director that: (1) such employee has violated such rules or regulations, or (2) such employee's actions, while on County premises, indicate that such employee may adversely affect the delivery of services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

37. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by

County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

38. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

39. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or

cancellation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

40. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, that County has, or intends to enter into, contracts with other providers of such services, and that County reserves the right to itself perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.

41. CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may

provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For the purposes of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described herein above: "Contractor" means a person, partnership, corporation or any other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one (1) or more County contracts or subcontracts; "employee" means any California resident who is a full time employee of Contractor; and "full time" shall mean forty (40) hours or more per week, or lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of Jury Service Program. If Contractor uses any subcontractor to perform services for the County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program when this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement term and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

(4) Contractor's violation of this Section of the contract may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

42. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING

EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for the payment of any monies, or

reimbursements of any kind whatsoever, for any service provided by Contractor after the expiration or (other) termination of this Agreement, even if Contractor's provision of such services were requested by County directly. Should Contractor receive any such payment, it shall immediately notify County and shall repay or return all such funds or reimbursements to County within a reasonable amount of time. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or (other) termination of this Agreement.

43. SAFELY SURRENDERED BABY LAW LANGUAGE:

A. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit E of this contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all Contractors to voluntarily post

the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

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EXHIBIT C

EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER

I understand that _____, is my sole employer for purposes of this employment.

I rely exclusively upon _____, for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, _____, and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: _____

DATE: _____

NAME: _____

Print

Copy must be forwarded by CONTRACTOR to County's Chief Administrative Office, Department of Human Resources, Health, Safety, and Disability Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010.

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Contract No. _____

**LOS ANGELES-ORANGE IMMUNIZATION NETWORK COLLABORATIVE
PROJECT SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day
of _____, 2005,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

HEALTH NET OF CALIFORNIA, INC.
(hereafter "Contractor").

WHEREAS, in connection with its participation in the State of California's Immunization Program, County's Department of Health Services (hereafter "DHS") has established a LOS ANGELES-ORANGE IMMUNIZATION NETWORK COLLABORATIVE PROJECT (hereafter "LINK"), the objective of which is deployment and support of the immunization registry to assist Health Net providers; and

WHEREAS, the LINK project provides for training, assessment, recruitment, and follow-up activities to evaluate the outcome of changes in immunization rates; and

WHEREAS, County's Director of Health Services has determined that immunization training, assessment, recruitment, follow-up, and evaluation by community-based clinics/organizations are needed and that the services are professional and temporary; and

WHEREAS, the term "Director" as used herein refers to County's Director of DHS, or his authorized designee (hereafter jointly referred to as "Director"); and

WHEREAS, Contractor possesses the competence, expertise, facilities, and personnel to provide immunization services

hereunder; and

WHEREAS, this Agreement is authorized by California Government Code Sections 26227 and 53703 and otherwise.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: This Agreement shall commence on the date of approval by County's Board of Supervisors ("Board") and shall remain in full force and effect to, and including, June 30, 2006. This agreement shall be thereafter automatically renewed for an additional twelve (12) months, effective July 1, 2006 through June 30, 2007, subject to the availability of State funding to County. If such State funding is not forthcoming, this Agreement shall terminate June 30, 2006.

If for any reason the State grant which funds this Agreement is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing. This Agreement may be terminated at anytime by either party upon the giving of thirty (30) days written notice to the other party. Additionally, County may terminate this Agreement in accordance with the Paragraphs 16, 27, 28, and 29 of the ADDITIONAL PROVISIONS hereunder.

Director may also suspend the performance of services hereunder, in whole or in part, effective upon Contractor's receipt of County's written notice. County's notice shall set forth the reasons for the suspension, the extent of the suspension, and the requirements for full restoration of the

performance obligations.

County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds, for this Agreement in County's Budget for each fiscal year. If County's Board of Supervisor's fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, agents, or employees to comply with any of the terms of this Agreement shall constitute a material breach hereof and the Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. DESCRIPTION OF SERVICES: Contractor shall provide services to County in the manner and form as described in the body of this Agreement and in Exhibits A, and B, Scopes of Work attached hereto and incorporated herein by reference.

3. MAXIMUM OBLIGATION OF COUNTY: Upon the effective date of this agreement through June 30, 2006, the maximum obligation of County for Contractor's performance hereunder is Seventy-Seven Thousand Four Hundred Sixty Dollars (\$77,460), as set forth in

Exhibit A, Schedule I, Budget, attached hereto and incorporated herein by reference.

If this Agreement is renewed for the period July 1, 2006 through June 30, 2007, the maximum obligation of County for Contractor's performance hereunder is Seventy-Seven Thousand Four Hundred Sixty Dollars (\$77,460), as set forth in Exhibit B, Schedule II, Budget, attached hereto and incorporated herein by reference.

Contractor shall use such funds only to pay for Expenditure Categories (i.e., Personnel Services, Operating Expenses, and Indirect Costs), as set forth in Exhibit A, Schedule I, and Exhibit B, Schedule II, attached hereto, and only to the extent that such funds are reimbursable to County under the State Agreement Number 05-45410.

Contractor may reallocate up to ten percent (10%) of any amount in any expenditure category to any other expenditure category. Director may authorize Contractor to exceed any expenditure category beyond the ten percent (10%) reallocation providing County's maximum obligation shall not exceed that provided herein, and provided further that Contractor submits a written request and justification to the Director for any reallocation in excess of ten percent (10%) and obtains Director's prior written approval. Expenditure category amounts are those set forth in Exhibit A, Schedule I, and Exhibit B, Schedule II, as the total funding for Personnel Services and Operating Expenses.

4. BILLING AND PAYMENT: County shall compensate Contractor for actual reimbursable net costs incurred by Contractor in performing services hereunder.

A. County agrees to compensate Contractor in accordance with Exhibit A, Schedule I, Budget, and Exhibit B, Schedule II, Budget attached hereto and incorporated herein by reference.

B. Contractor shall bill County monthly in arrears. Contractor shall submit all invoices in duplicate and clearly reflect all required information as specified on such forms as may be furnished or required by County. Such invoices shall detail actual reimbursement costs incurred by Contractor in accordance with Exhibit A, Schedule I, Budget, and Exhibit B, Schedule II, Budget, attached hereto. Each original invoice shall be approved and signed by Contractor's duly authorized designee. Original invoices shall be submitted to: (1) DHS, Public Health Immunization Program; 3530 Wilshire Boulevard, Suite 700; Los Angeles, California 90010; Attention: Director/Deputy Director, with duplicate invoice to: (1) Public Health Financial Management; 5555 Ferguson Drive, 1st Floor; City of Commerce, California 90022; Attention: Grants Management Unit; no later than fifteen (15) days after the end of each calendar month. After receipt of a correct and accurate billing, County shall pay Contractor in accordance with its customary accounts payable procedures.

C. County Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that actual reimbursable net costs for any services furnished hereunder are lower than the payments made thereof by County, and/or if it is determined by such audit that any payments made by County for a particular service is for costs which are not reimbursable pursuant to provisions of this Agreement, then the difference shall be repaid by Contractor immediately upon County's demand.

(2) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the allowable costs of services furnished hereunder are higher than the payments made by County, then the difference may be paid to Contractor.

D. In no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts or grants.

E. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement.

F. Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County unless such expense is approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

G. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for any succeeding month or months for reports or data not delivered in a complete and correct form for any given month.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the exhibits(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for

any succeeding month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such services is delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by an audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

H. Contractor agrees to reimburse County for any Federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

5. BUDGET REDUCTIONS: In the event that County's Board of Supervisors adopts a County Budget during any County fiscal year

this Agreement is in effect, which provides for reductions in salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce this payment obligation correspondingly for such fiscal year for services provided by Contractor under this Agreement. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) days of the Board's approval of such actions. Contractor shall continue to provide all of the services set forth in the Agreement.

6. NON-APPROPRIATION OF FUNDS CONDITION: Notwithstanding any other provisions of this Agreement, it shall be effective and binding upon the parties only in the event that funds for the purpose hereof during any County current fiscal year (July 1 - June 30) this Agreement is in effect, are appropriated by County's Board of Supervisors.

Further, County shall not be obligated for services hereunder performed during any of County's' future fiscal years unless and until County's Board of Supervisors appropriates funds for services hereunder in County's Budget for each such future fiscal year.

7. OBJECTIVE: In order to assist the County/State/Federal governments in the objective to vaccinate ninety percent (90%) of children by the year 2010 with one (1) dose of measles, mumps, and rubella vaccine (MMR), three (3) doses of oral polio vaccine ("OPV"), at least three (3) doses of diphteria, tetanus,

and pertussis vaccine ("DTP"), at least (3) three doses of Haemophilus Influenzas Type b vaccine ("Hib"), and three (3) doses of Hepatitis B vaccine as of their second birthday, Contractor agrees to provide the following activities:

A. To follow the "Standards For Pediatric Immunization Practices" as promulgated by the United States Public Health Service Advisory Committee on Immunization Practices and the American Academy of Pediatrics.

B. To expand immunization services by including additional clinic days and hours per week for immunization services.

C. To implement and/or maintain an immunization tracking system (reminder/recall) to ensure that the families of infants and toddlers (preschool-age children, under age four years) served by Contractor are notified of immunizations due or past due.

D. To implement special outreach activities with other public and private agencies which serve preschool-age children and actively participate in local immunization health education and promotional campaigns.

E. To conduct a clinic immunization record audit of a sample of children (twenty four [24] months to thirty five [35] months old) who are served by the clinic during the Agreement period. The sampling technique and immunization clinic record methodology must be compatible with the methodology which is available and will be supplied by the

Immunization Branch of the California Department of Health Services.

8. OTHER REQUIREMENTS:

Contractor agrees to the following additional requirements:

A. During this contract/agreement period, to onsite clinic visits by public health department representatives (Federal, State, and/or local) to discuss the progress achieved in the implementation and maintenance of the aforementioned activities ("A through E").

B. In accordance with the guidelines and format provided by the California Department of Health Services Immunization Branch and local health department, to submit, through his/her Immunization Branch District Field Representative or local health department Immunization Coordinator, by the 15th of the month following the end of each quarter, a written quarterly report of progress and activities. In addition to the written report the Contractor and Project Liaison, or his designee, may meet and discuss the above matters in person with the subcontractor.

C. To provide the necessary financial or immunization programmatic reports required by the local health department or non-profit fiscal agent and California Department of Health Services.

9. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are appropriated from federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Assistant Director of Health Services, Administrative and Financial Services. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed fifteen percent (15%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer. If the increase or decrease exceeds fifteen percent (15%) of the applicable County maximum obligation, approval by the County's Board of Supervisors shall be required. Any such changes in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to Paragraph 17 (ALTERATION OF TERMS).

B. County and Contractor shall review Contractor's

expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, the Director or County's Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Officer. Reallocation of funds in excess of the aforementioned amounts shall be

approved by County's Board of Supervisors. Any change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to Paragraph 17 (ALTERATION OF TERMS).

10. INDEMNIFICATION AND INSURANCE:

A. Indemnification: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

B. General Insurance Requirements: Without limiting Contractor's indemnification of County, and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

(1) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department Contract Administrator Name and Address prior to commencing services under this

Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverages required in this Agreement.

(c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.

(e) identify any deductibles or self-insured retention for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retention as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond

shall be executed by a corporate surety licensed to transact business in the State of California.

(2) Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

(3) Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

(4) Notification of Incidents, Claims or Suits:

Contractor shall report to County:

(a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of

occurrence.

(b) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(c) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County contract manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

(5) Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

(6) Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Contractor providing evidence of insurance covering the activities of

subcontractors, or

(b) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

C. Insurance Coverage Requirements:

(1) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

(2) Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

(3) Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged

in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

(4) Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

11. SUBCONTRACTING:

A. For purpose of this Agreement, subcontracts may be approved by Director. Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including a description of Contractor's efforts to obtain

competitive bids.

(2) A description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which must be approved in writing by Director before such amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement, and the requirements of the exhibit(s) and schedule(s) attached hereto.

C. At least thirty (30) days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this

Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors.

12. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all federal, State, and local laws, ordinances, regulations, rules, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State, or local laws, ordinances, regulations, rules, or directives.

13. ENDORSEMENT: Contractor shall not, in any manner, advertise, publish or represent that County endorses the goods or services herein mentioned without the prior written consent of County. Any published document referencing County must have prior written consent of County.

14. RIGHTS IN DATA: County obtains the right to use, duplicated and disclose in whole or in part, in any manner, for any purpose whatsoever, and to authorize others to do writings, drawings, pictorial reproductions, or other graphical representations and works of a similar nature produced by Contractor as a result of their activities supported by this Agreement. Contractor retains the right to use, duplicate and

disclose in whole or in part, in any manner, for any purposes whatsoever, all writings, drawings, pictorial reproductions, or other graphical representations and works of a similar nature produced by Contractor as a result of their activities supported by this Agreement subject to the ENDORSEMENT Paragraph.

15. TRADE SECRETS: Recognizing that County has no way to safeguard trade secrets or proprietary information, Contractor shall and does hereby keep and bear County harmless from all damages, costs, and expenses by reason of any disclosure by County of trade secrets and proprietary information.

16. FORM OF BUSINESS ORGANIZATION: Contractor shall prepare and submit to Health Center's Administrative Liaison within ten (10) days following the execution of this Agreement, an affidavit, sworn to and executed by Contractor's duly constituted officers, containing the following information:

A. The form of Contractor's business organization, i.e., proprietorship, partnership, or corporation.

B. A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.

C. A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials or equipment to Contractor or in any manner does business with Contractor with respect to this

Agreement.

17. ALTERATION OF TERMS: The body of this Agreement, together with the exhibits attached hereto, fully expresses all matters covered and shall constitute the total Agreement. Except as specifically provided herein, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in writing and formally adopted in the same manner as this Agreement.

18. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

19. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

20. ENTIRE AGREEMENT: The body of this Agreement including the Additional Provisions, Exhibit A, Schedule I, Exhibit B, Schedule II, and Exhibit C attached hereto shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of

any word, responsibility, service, or schedule, between the body of this Agreement and the other above referenced documents or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

1. Exhibit A, Schedule I
2. Exhibit B, Schedule II
3. Exhibit C

21. NOTIFICATION OF AGREEMENT: Contractor shall generally inform its officers, employees, and agents who perform services referred to under this Agreement of the provisions of this Agreement with particular emphasis on the following Paragraphs, STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE, INDEPENDENT CONTRACTOR STATUS, LICENSES AND COMPLIANCE WITH APPLICABLE LAW, CONFIDENTIALITY, AND UNLAWFUL SOLICITATION.

23. CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1966: ("HIPAA"): Under this Agreement, Contractor (also known herein as "Business Associate") provides services ("Services") to County (also known herein as "Covered Entity") in which Business Associate receives, has access to, or creates, Protected Health Information and/or Electronic Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"),

and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 (together, the "Privacy and Security Regulations").

Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Privacy and Security Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such an contract is not in place.

Therefore, the parties agree to the following:

A. DEFINITIONS:

(1) "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner Protected Health Information which is outside of Business Associate's internal operations or to other than its employees.

(2) "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Further, Electronic Media means: (a) Electronic storage media including memory devices

in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (b) Transmission media used to exchange information already in electronic storage media. Transmission media includes, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile ("FAX"), and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "electronic media" draws no distinction between internal and external data, at rest (that is, in storage), as well as, during transmission.

(3) "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Further, Electronic Protected Health Information means protected health information that is: (a) transmitted by electronic

media, and (b) maintained in electronic media.

(4) "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(5) "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (a) relates to the past, present, or future, physical or mental health, or condition of an Individual; the provision of health care to an Individual, or the past, present, or future, payment for the provision of health care to an Individual; (b) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (c) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

(6) "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court ordered warrants; subpoenas or summons issued by a court, a grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

(7) "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to

constitute an actual threat to the Information System.

(8) "Services" has the same meaning as used in the body of this Agreement.

(9) "Use" or "Uses" means, with respect to Protected Health Information, the analysis, application, employment, examination, sharing, or utilization of such information within Business Associate's internal operations.

(10) Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

B. OBLIGATIONS OF BUSINESS ASSOCIATE:

(1) Permitted Uses and Disclosures of Protected Health Information: Business Associate:

a. Shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in this Paragraph's Sections, B.(3), B.(4), B.(5), B.(6), B.(7), B.(8), Subparagraph, D.(3), and Subparagraph, E.(2) of this Agreement;

b. Shall Disclose Protected Health Information to Covered Entity upon request;

c. May, as necessary for the proper manage-management and administration of its business or to carry out its legal

responsibilities:

1) Use Protected Health
Information; and

2) Disclose Protected Health
Information if the Disclosure is
Required By Law.

Business Associate shall not Use or
Disclose Protected Health Information for any
other purpose.

(2) Adequate Safeguards for Protected Health
Information: Business Associate:

a. Shall implement and maintain
appropriate safeguards to prevent the Use or
Disclosure of Protected Health Information in
any manner other than as permitted by this
Paragraph. Business Associate agrees to limit
the Use and Disclosure of Protected Health
Information to the minimum necessary in
accordance with the Privacy Regulation's
minimum necessary standard.

b. Effective as of April 20, 2005,
specifically as to Electronic Health
Information, shall implement and maintain
administrative, physical, and technical
safeguards that reasonably and appropriately
protect the confidentiality, integrity, and

availability of Electronic Protected Health Information.

(3) Reporting Non-Permitted Use or Disclosure and Security Incidents: Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its officers, employees, agents, representatives, or subcontractors, but is not specifically permitted by this Agreement, as well as, effective April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to Covered Entity's Departmental Privacy Officer at 1-(800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use, Disclosure, or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use, Disclosure, or Security Incident to the Covered Entity's Chief Privacy Officer, at: Chief Privacy Officer; Kenneth Hahn Hall of Administration; 500 West Temple Street, Suite 525; Los Angeles, California 90012.

(4) Mitigation of Harmful Effect: Business Associate agrees to mitigate, to the extent

practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

(5) Availability of Internal Practices, Books and Records to Government Agencies: Business Associate agrees to make its internal practices, books, and records, relating to the Use and Disclosure of Protected Health Information, available to the Secretary of the federal Department of Health and Human Services ("DHHS") for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

(6) Access to Protected Health Information: Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information, specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information.

Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

(7) Amendment of Protected Health Information: Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

(8) Accounting of Disclosures: Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its officers, employees, agents, representatives, or subcontractors. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to

perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Subparagraph B.(8) shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Subparagraph B.(8), Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Subparagraph B.(8) to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

C. OBLIGATION OF COVERED ENTITY: Covered Entity shall notify Business Associate of any current or

future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

D. TERM AND TERMINATION:

(1) Term: The term of this Paragraph, shall be the same as the term of this Agreement.

Business Associate's obligations under this Paragraph's subparagraph(s) B.(1) (as modified by Subparagraph D.(2)), B.(3), B.(4), B.(5), B.(6), B.(7), B.(8), Subparagraph D.(3) and Subparagraph E.(2) shall all survive the termination or expiration of this Agreement.

(2) Termination for Cause: In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

b. Immediately terminate this

Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal DHHS.

(3) Disposition of Protected Health Information Upon Termination or Expiration:

a. Except as provided in Sub-subparagraph b. of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created, or received, by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of agents, representatives, or subcontractors-tractors, of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

b. In the event that Business Associate determines that returning or destroying the Protected Health Information is

infeasible, Business Associate shall provide to Covered Entity modification-modification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement, to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

E. MISCELLANEOUS:

(1) No Third Party Beneficiaries: Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.

(2) Use of Agents, Representatives, and/or Subcontractors: Business Associate shall require each of its agents, representatives, and/or subcontractors, that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent,

representative, and/or subcontractor to comply with all the terms of this Paragraph.

(3) Relationship to Services Agreement Provisions: In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.

(4) Regulatory References: A reference in this Paragraph to a section in the Privacy and Security Regulations means the section as currently in effect, or may hereafter be amended.

(5) Interpretation: Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.

(6) Amendment: The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

24. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage

prepaid, return receipt requested, to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten days prior written notice thereof to the parties.

A. Notices to County shall be addressed as follows:

- (1) Department of Health Services
Immunization Program
3530 Wilshire Boulevard., Suite 700
Los Angeles, California 90010
Attention: Program Director
- (2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street,
Sixth Floor-East
Los Angeles, California 90012-2659
Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

- (1) Health Net of California, Inc.
21281 Burbank Boulevard
Woodland, California 91367-6607
Attention: Executive Director

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

HEALTH NET OF CALIFORNIA, INC.
Contractor

By _____
Signature

Printed Name
Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM BY THE
OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and Grants
Division

AGRECD4068.KH
Kh:9/15/05

**LOS ANGELES-ORANGE IMMUNIZATION NETWORK (LINK)
SCOPE OF WORK (FISCAL YEAR 2005-2006)**

The contractor will achieve the following goals and objectives. Objectives are achieved by the following work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Agency: Health Net of California, Inc.

Objectives	Activities	Timeline	Evaluation
1.Hire and train Health Net Coordinator.	Hire Health Net Coordinator.	By end of Month 1	Staff person hired and office logistics completed. Documented on Monthly Reports.
2. Conduct a Provider Interest Assessment with each of Health Net's 149 high-volume immunization Medi-Cal providers and develop Recruitment Priority List based on assessment results.	Train Health Net Coordinator on relevant topics related to immunization, immunization registries, project objectives, action plans and expected outcomes. Conduct Assessment to determine readiness to participate in LINK and collect basic information about provider practice. Assessments will be conducted via in-person visits, phone and mail. Work with LINK Coordinator to develop Recruitment Priority List based on results of the Provider Interest Assessment.	By end of Month 2 By end of month 4	Completion of Project Training Checklist. Interest Assessment Form completed and progress reported in Monthly Reports.
3. Assist with conducting at least one recruitment visit with a minimum of 24 providers.	Work with LINK Coordinator to develop Recruitment Priority List based on results of the Provider Interest Assessment. Work with LINK Coordinator to conduct visits with providers to discuss features and benefits of LINK and encourage participation. Implement additional marketing activities including calls, mailings, presentations at in-services and trainings, and information posted on the Health Net website	By end of month 4 By 6/30/06 Ongoing	Recruitment Priority List developed. Progress documented on Monthly Reports Marketing activities documented on Monthly Reports.

<p align="center"> COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES PUBLIC HEALTH IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2005-2006 HEALTH NET OF CALIFORNIA, INC. Date of Board Approval through JUNE 30, 2006 </p>
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<u>PERSONNEL SERVICES</u>	<u>FTE</u>	<u>HRS/ % TIME</u>	<u>MONTHLY SALARY</u>	<u>APPROVED BUDGET</u>
Program Coordinator	1	1,560	\$21.50	33,540
Subtotal Program Staff				33,540
Employee Benefits @			0.00%	0
TOTAL PERSONNEL SERVICES				33,540
 <u>OPERATING EXPENSES</u>				
Services and Supplies				36,680
Health Education Materials				2,000
Travel				5,240
Equipment				0
TOTAL OPERATING EXPENSES				43,920
 TOTAL BUDGET COSTS				 77,460

Los Angeles-Orange Immunization Network (LINK)
Scope of Work (Fiscal Year 2006-2007)

The contractor will achieve the following goals and objectives. Objectives are achieved by the following work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Agency: Health Net of California, Inc.

Objectives	Activities	Timeline	Evaluation
1. Conduct a Provider Interest Assessment with any new/additional Health Net immunization Medi-Cal providers not targeted in 05-06.	Conduct Assessment to determine readiness to participate in LINK and collect basic information about provider practice. Assessments will be conducted via in-person visits, phone and mail.	By 9/30/06	Interest Assessment Form completed and progress reported in Monthly Reports.
2. Assist with conducting at least one recruitment visit with a minimum of 32 providers.	Work with LINK Coordinator to conduct visits with providers to discuss features and benefits of LINK and encourage participation. Implement additional marketing activities including calls, mailings, presentations at in-services and trainings, and information posted on the Health Net website	By 6/30/07 Ongoing	Progress documented in Monthly Reports. Marketing activities documented on Monthly Reports.
4. Assist LINK Coordinator with deploying LINK to at least 28 of the 149 target providers.	Manage Equipment Loan Program for Health Net Providers including approving equipment requests, ordering needed equipment and scheduling installation with LINK Technical staff.	Ongoing	Inventory status tracked on Equipment Loan Spreadsheet and progress reported on Monthly Reports.
	Assess barriers to providers' participation and develop and implement follow-up plans to address barriers.	Ongoing	Barriers/plan/progress documented in Monthly Reports.
5. Assist in conducting follow-up calls/visits to providers at 3-month and one-year post-deployment intervals to reinforce proper usage	Work with LINK Coordinator to conduct follow-up calls/visits to each site to reinforce proper use of LINK and identify and address problems.	Ongoing (at established intervals)	Follow-up calls/visits documented in Monthly Report.

<p align="center"> COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES PUBLIC HEALTH IMMUNIZATION PROGRAM BUDGET - FISCAL YEAR 2006-2007 HEALTH NET OF CALIFORNIA, INC. JULY 1, 2006 through JUNE 30, 2007 </p>
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<u>PERSONNEL SERVICES</u>	<u>FTE</u>	<u>HRS/</u> <u>% TIME</u>	<u>MONTHLY</u> <u>SALARY</u>	<u>APPROVED</u> <u>BUDGET</u>
Program Coordinator	1	2,080	\$21.50	44,720
Subtotal Program Staff				44,720
Employee Benefits @			0.00%	0
TOTAL PERSONNEL SERVICES				44,720
 <u>OPERATING EXPENSES</u>				
Services and Supplies				25,500
Health Education Materials				2,000
Travel				5,240
Equipment				0
TOTAL OPERATING EXPENSES				32,740
 TOTAL BUDGET COSTS				77,460

ADDITIONAL PROVISIONS

DEPARTMENT OF HEALTH SERVICES

SERVICES AGREEMENT

1. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director, or to authorized federal, State, County, and local governmental representatives, the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its business offices, facilities, and/or County work site areas, for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Director upon request, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information with supportive documentation:

(1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, limited liability company ("LLC"), or corporation.

(2) Articles of Incorporation and By-Laws (or articles of organization, certificate of formation, certificate of registration, and operating agreement if Contractor's organization is a LLC).

3. A detailed statement indicating whether Contractor is totally or substantially owned by another

business organization (i.e., another legal entity or parent corporation).

D. Board Minutes, or other legal documentation, identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with County. Such Board Minutes, or legal documentation, shall especially confirm that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement.

5. A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

6. If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

2. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, a statement executed by Contractor's duly constituted officers or Board of Directors,

containing the following information:

1. A detailed statement listing all sources of funding to Contractor, including but not limited to, private contributions, if any. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

- (2) If, during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes.

3. NONDISCRIMINATION IN SERVICES:

- A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental handicap, in accordance with requirements of federal and State laws, or in any manner on the basis of a client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or

privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

In addition, Contractor's facility access for the handicapped must fully comply with section 504 of the federal Rehabilitation Act of 1973 and Title III of the federal Americans with Disabilities Act of 1990.

B. Contractor shall further establish and maintain written complaint procedures under which any person applying for or receiving any services under this Agreement may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the rendering of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Director for the purpose of presenting his or her complaint of the alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint

of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' ("SDHS") Affirmative Action Division, if appropriate. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures.

A copy of such procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

4. NONDISCRIMINATION IN EMPLOYMENT:

1. Contractor certifies and agrees, pursuant to the federal Rehabilitation Act of 1973, the federal American with Disabilities Act of 1990, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with federal and State laws. Such action shall include, but not be limited to the following:

employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

(2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

3. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract of understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political

affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

(6) If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of Agreement upon which Director may suspend, or County may determine to cancel, terminate, or suspend, this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil

Code section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal

statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director in writing, within thirty (30) calendar days, of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

8. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or other person under Contractor's control, performs services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or

other substance that might impair his/her physical or mental performance.

9. UNLAWFUL SOLICITATION: Contractor shall require all of its officers and employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees to utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

10. RECORDS AND AUDITS:

A. Service Records: Contractor shall maintain, and provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services hereunder.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with any additional accounting principles and procedures, and standards, which may from time to time be promulgated by Director. All such records shall be sufficient to substantiate all charges billed to County in the performance of this Agreement. Further, all financial records

of Contractor pertaining to this Agreement, including accurate books and records of accounts of its costs and operating expenses, and all records of services (including personnel provided), as well as other financial records pertaining to this Agreement, shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement. During such five (5) year period, as well as during the term of this Agreement, all records pertaining to this Agreement, or true and correct copies thereof, including but not limited to, those records described above, shall either: (1) be retained by Contractor, accessible for review by County representatives at a location in Los Angeles County, or (2) if retained by Contractor at a location outside of Los Angeles County, moved from such a location, to a location within Los Angeles County for review, upon Director's request, and made available during County's normal business hours, within ten (10) calendar days, to representatives of County, or federal and State governments, for purposes of inspection and audit. In the event such records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, then Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for travel, per diem, and other costs related to such inspection and audit.

Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or

through the internet (i.e., electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Federal Access to Records: If, and to the extent that, section 1861 (v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") section 1395x (v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the sub-contract, books, documents and records of the subcontractor.

D. County To Be Provided Audit Report(s): In the

event that an audit is conducted of Contractor by any federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with Director and County's Auditor-Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/ compliance review at

which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

F. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due Contractor from County. If such audit finds that County's dollar liability for

services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith to Contractor by County by cash payment.

11. REPORTS: Contractor shall make other reports as required by County, or DHS, concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however may County, or DHS, require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

12. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information including, but not limited to, billings, County records, and client/patient records, in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, and others providing services hereunder of said confidentiality provisions of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, subcontractors, and others providing services hereunder.

13. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND

CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by all applicable federal, State, and local laws, regulations, guidelines and directives, for the operation of its business and for the provisions of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder, obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local laws, regulations, guidelines and directives, which are applicable to their performance hereunder. Upon Director's written request Contractor shall provide Director with a copy of each license, permit, registration, accreditation, and certificate, as required by all applicable federal, State, and local laws, regulations, guidelines and directives, within ten (10) calendar days thereafter.

14. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its officers and employees

all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes, or other compensation, benefits, or taxes to, or on behalf of, any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

(4) Acknowledgment that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor performing services under this Agreement and shall be filed with the County's Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010. The form and content of such acknowledgment shall be substantially similar to Exhibit C, attached hereto and incorporated herein by reference.

15. REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC"): Contractor shall notify its employees, and shall require that each of its subcontractors notify its

employees, to inform them that they may be eligible for claiming federal EIC as allowed under the federal income tax laws. Such notification shall be provided in accordance with the requirements as set forth in the Department of Treasury Internal Revenue Service's ("IRS") Notice 1015; copies of which, are available from the IRS Forms Distribution Center, by calling 1-(800)-829-3676.

16. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 U.S.C. section 653a) and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department("CSSD") Notices of Wage and Earnings Assignment for

Child or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's CSSD shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to the Termination for Default Paragraph of this Agreement.

C. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s ("Los Angeles'") Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's CSSD will supply Contractor with the poster to be used.

17. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN")

PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's DPSS GAIN Program, who meet Contractor's minimum qualifications for the open position. The DPSS will refer GAIN participants by job category to the Contractor.

18. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Agreement.

19. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the location(s) where Contractor provides services under this Agreement, is/are operated at all times in accordance with all County and local community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to

Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

20. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgement against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor.

County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports:

Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety calendar days (90) following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody:

Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody:

Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render

all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

21. RETURN OF COUNTY MATERIALS: At expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

22. USE OF RECYCLED-CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

23. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall within two

(2) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

24. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement:

If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by section 319, Public Law 101-121 (31 U.S.C. section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which Director may suspend or County may immediately terminate this Agreement.

25. CONFLICT OF INTEREST:

A. No County officer or employee whose position in County enables such officer or employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer

or employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement. No officer, employee, agent, or subcontractor of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval process for the award of this Agreement or any competing agreement, or ongoing evaluation of such services, under this Agreement or any competing agreement, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved, or implicated, and a complete description of all relevant circumstances.

26. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent(s), will be allowed to evaluate Contractor's performance (including the performance of any party providing services on behalf of Contractor) under this Agreement as may be required from time-to-time for quality assurance purposes, but not less than on an annual basis. Such an evaluation will include, but not be

limited to, assessing Contractor's compliance with all Agreement terms and performance standards. Any Contractor deficiencies or actions which are found to be in non-compliance with such terms and performance standards which Director determines are severe, or continuing, and that may place the performance of this Agreement in jeopardy if not corrected, will be immediately reported to County's Board of Supervisors by Director. The report will include a description of the quality improvement and/or corrective action measures to be taken by County and Contractor. If Contractor's performance does not improve after the initiation of such quality improvement and/or corrective actions, then County may impose other penalties as may be specified in this Agreement, or may terminate this Agreement immediately.

27. TERMINATION FOR INSOLVENCY AND DEFAULT:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services

similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

28. Termination For Improper Considerations: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or considerations in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services,

the provision of travel or entertainment, or other tangible gifts.)

29. Termination For Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time-to-time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a ten (30) calendar days advance written Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- (1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

- (2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in

respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement is reached under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence, shall be retained by Contractor and made available to County upon Director's request in accordance with the provisions described under Paragraph 10, Records and Audits hereinabove, and/or within ten (10) calendar days, during County's normal business hours, to representatives of County for purposes of inspection and/or audit.

30. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR

DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which

Director may suspend or County may immediately terminate this Agreement.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of contract with the County or a nonprofit corporation created by the County, other contract with County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any public entity, or a nonprofit corporation engaged created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack

of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. County's Contractor Hearing Board will conduct a hearing where evidence on proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

G. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (45 C.F.R. Part 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

H. These terms shall also apply to any subcontractors/

subconsultants] of County Contractors.

32. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its DHS shall make the determination to solicit bids or request proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

33. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that the venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in

Los Angeles County, California.

34. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

35. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

36. RULES AND REGULATIONS: During the time that Contractor's employees or agents are at County facilities, such persons shall be subject to the rules and regulations of such County premises. It is the responsibility of Contractor to acquaint its employees who are to provide services hereunder with such rules and regulations. Contractor shall permanently withdraw any of its employees from the provision of services hereunder upon receipt of written notice from Director that: (1) such employee has violated such rules or regulations, or (2) such employee's actions, while on County premises, indicate that such employee may adversely affect the delivery of services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

37. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by

County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

38. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

39. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or

cancellation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

40. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, that County has, or intends to enter into, contracts with other providers of such services, and that County reserves the right to itself perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.

41. CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may

provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For the purposes of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described herein above: "Contractor" means a person, partnership, corporation or any other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one (1) or more County contracts or subcontracts; "employee" means any California resident who is a full time employee of Contractor; and "full time" shall mean forty (40) hours or more per week, or lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of Jury Service Program. If Contractor uses any subcontractor to perform services for the County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program when this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement term and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

(4) Contractor's violation of this Section of the contract may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

42. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING

EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for the payment of any monies, or

reimbursements of any kind whatsoever, for any service provided by Contractor after the expiration or (other) termination of this Agreement, even if Contractor's provision of such services were requested by County directly. Should Contractor receive any such payment, it shall immediately notify County and shall repay or return all such funds or reimbursements to County within a reasonable amount of time. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or (other) termination of this Agreement.

43. SAFELY SURRENDERED BABY LAW LANGUAGE:

A. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit E of this contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all Contractors to voluntarily post

the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

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EXHIBIT C

EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER

I understand that _____, is my sole employer for purposes of this employment.

I rely exclusively upon _____, for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, _____, and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: _____

DATE: _____

NAME: _____
Print

Copy must be forwarded by CONTRACTOR to County's Chief Administrative Office, Department of Human Resources, Health, Safety, and Disability Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010.

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